

### **DEPARTMENT OF THE NAVY**

SOUTHWEST REGIONAL MAINTENANCE CENTER 3755 BRINSER ST STE 1 SAN DIEGO, CA 92136-5299

IN REPLY REFER TO: 5720 Ser 100/ 015 January 2, 2019

Muck Rock Muckrock News Dept MR 45381 411A Highland Ave Somerville, MA 02144-2516

Dear Muck Rock,

Subj: RESPONSE TO YOUR FREEDOM OF INFORMATION ACT REQUEST DON-NAVY-2018-000958

This is a final response to your Freedom of Information Act (FOIA request dated October 2, 2017. You requested "the ship repair contracts for the last five ships to enter each of the following yards: NASSCO, BAE, and Continental Maritime." On June 27, 2018, your request was forwarded to the Southwest Regional Maintenance Center (SWRMC) for additional responsive records.

A search of responsive records was conducted and 200 pages of records were considered responsive to your request. Of the responsive records, 110 pages have reductions pursuant to 5 U.S.C. § 552(b)(4) and (b)(6).

The FOIA (b)(4) exemption has been applied to protect "trade secrets and commercial or financial information obtained from a person [which is] privileged or confidential. 5 U.S.C. § 552(b)(4). This exemption is designed to protect the interests of commercial entities that submit confidential information to the government and the interests of the government in continuing to receive such information. National Parks & Conservation Assoc. v. Morton, 498 F.2d 765, 767-68 (D.C. Cir. 1974).

In addition, the FOIA (b)(6) exemption applies to portions of the documents containing personal information where the release of personal information would result in a clearly unwarranted invasion of personal privacy. The records in question contain unique characteristics of individuals, including email addresses and telephone numbers, which could be linked to specific individuals. Disclosure of these records would constitute a clearly unwarranted invasion of privacy. While the public has a general interest in an agency's performance of its duties, the privacy interest of the individuals outweighs the public interest in the release.

In view of the above, you may consider this to be an adverse determination that may be appealed. If you decide to file an appeal, it must be received within 90 calendar days from the date of this letter and should contain a copy of your original requests, a copy of this letter, and a

statement indicating why you think your appeal should be granted. Attach a copy of this letter to the appeal and mark the appeal and the envelope, "Freedom of Information Act Appeal." Mail the original to:

The Department of the Navy Office of the General Counsel Attn: FOIA APPEALS 1000 Navy Pentagon, Room 5A532 Washington, DC 20350-1000.

For any further assistance and to discuss any aspect of your request, you have the right to contact the Department of the Navy FOIA Public Liaison, Mr. Christopher Julka, at Christopher.A.Julka@navy.mil or (703) 697-0031. Additionally, you have the right to contact the Office of Government Information Services (OGIS) to inquire about the FOIA mediation services they offer. The contact information for OGIS is: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-01, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

There are no fees associated with your request.

Sincerely,

DAVID T. HART

CAPT, USN

Commanding Officer, SWRMC

Enclosures: (1) Contract No. N00024-16-D-4418, Delivery Order

No. 0002, USS STOCKDALE (DDG 106) FY16 DSRA

(2) Contract No. N00024-16-D-4417, Delivery Order No. 0002, USS MOBILE BAY (CG 53) FY17 SRA

(3) Contract No. N00024-16-D-4418, Delivery Order No. 0003, USS SPRUANCE (DDG 111) FY17 SRA

(4) Contract No. N00024-16-D-4417, Delivery Order No. N5523617F4019, USS CHOSIN (CG 65) FY17 SSRA

(5) Contract No. N00024-16-D-4421, Delivery Order No. N5523617F6001, USS SOMERSET (LPD 25) FY17 SRA

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- (6) Contract No. N00024-16-D-4418, Delivery Order No. N5523618F5030, USS PINCKNEY (DDG 91) FY18 SRA
- (7) Contract No. N00024-16-D-4416, Delivery Order No. N5523618F5067, USS STERETT (DDG 104) FY18 DSRA

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## Section B - Supplies or Services and Prices

HEM NO CLIN Number (FO)	SUPPLIES SERVICES USS \$100 kDALE (DDG-106) FY16 DSRA	QUANTHY	UNIT	UNIT PRICE	AMOUNI (b)
·	FFP				
	RFP 0001 is incorporated by reference Proposal dated May 31, 2016 Serial No DI by reference FOB: Destination PURCHASE REQUEST NUMBER, NO00		58 by NAS	SCO incorporated	
				NFT AMT	D)
ITEM NO CLIN Number 0001AA	SUPPLIES SERVICES USS STOCKDALE (DDG-106) FY 16 DSRA	QUANTITY I	UNIT Lot	UNIT PRICE	AMOUNT
	FFP				
	BASE WORK ITEMS and Option Items ( 003, 167-11-004, 167-11-005, 167-11-006	Work Items) 167- , 244-10-001, and	11-001, 16 636-11-00	7-11-002, 167-11- 1.	
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N00024-16-D-4418 - 0002 Page 3 of 32

HEM NO SUPPLIES SERVICES QUANTITY UNIT UNIT PRICE AMOUNT CLIN USS STOCKDALE (DDG-106) FY16 1 Lot (b) (4) (b) (4) Number DSRA 0001AB FFP OPTION WORK ITEM 180-90-001 Shipalt DDG 106, 01101K Common Radio , NMT and GBS Install, Installation AIT Support Service: provide FOB: Destination MII STRIP: N5526216ROD0320 NET AMT (b) (4) ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT CLIN USS STOCKDALE (DDG-106) FY16 1 Lot (b) (4) (b)(4)Number **DSRA** 0001AC FFP OPTION WORK ITEM 184-90-001 ShipAlt DDG51-71386K. Advanced Digital Antenna Production (ADAP) Install and Alteration Installation Team (AIT) Support Service; provide FOB: Destination MILSTRIP: N5526216RQD0320

NET AMT

(b) (4)

ITEM NO CLIN Number 0001AD	SUPPLIES SERVICES USS STOCKDALE (DDG-106) FY16 DSRA	QUANTITY 1	UNIT Lot	UNIT PRICE (b) (4)	AMOUNT (b) (4)
0001AD	FLLb				
OPTION	WORK ITEMS 235-90-002 and 980-31-00 ShipAlt DDG51-82710K, Hybrid Electric				
	FOB: Destination MILSTRIP: N5526216RQD0320				
				NET AMT	(b) (4)
ITEM NO CLIN Number	SUPPLIES SERVICES USS STOCKDALE (DDG-106) FY16 DSRA	QUANTITY l	UNIT Lot	UNIT PRICE (b) (4)	AMOUNT (b) (4)
0001AE	FFP				
OPTION	WORK ITEM 401-90-001 SHIPALT DDG106-01100K, NTWK BUI Alteration Installation Team (AIT) Support		IS, and NA	VMACS Install.	
	FOB: Destination MILSTRIP: N5526216RQD0320				
				NET AMT	(b) (4)

ITEM NO SUPPLIES SERVICES UNIT QUANTITY UNIT PRICE **AMOUNT** CLIN USS STOCKDALE (DDG-106) FY16 1 Lot (b) (4) (b) (4) DSRA Number 0001AF FFP OPTION WORK ITEM 446-90-001 SHIPALT 75874 PEOC41. MSR and Alteration Installation Team (AIT) Support Service: accomplish and provide FOB: Destination MILSTRIP: N5526216RQD0320 **NET AMT** (b) (4) ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE** CLIN. USS STOCKDALÉ (DDG-106) FY16 1 Lot (b) (4) Number **DSRA** 0001AG **FFP** OPTION WORK ITEM 463-90-001 SHIPALT DDG106-85032K 85932K, AN SQQ-89(V)15 Anti-Submarine Warfare (ASW) System with T1-14 Hardware Installation, MSR and Alteration Installation Team (AJT) Support Service; accomplish and provide FOB: Destination MILSTRIP: N5526216RQD0320

**NET AMT** 

(b)(4)

SUPPLIES SERVICES QUANTITY UNIT UNIT PRICE AMOUNT ITEM NO (b) (4) CLIN USS STOCKDALE (DDG-106) FY16 1 Lot (b) (4) Number DSRA 0001AH FFP **OPTION** WORK ITEM 495-90-001 ShipAlt 87916K, PEOC4I ICOP Partial Infrastructure; accomplish FOB: Destination MILSTRIP: N5526216RQD0320 (b) (4) **NET AMT AMOUNI** ITEM NO SUPPLIES SERVICES **OUANTITY** UNIT **UNIT PRICE** CLIN USS STOCKDALE (DDG-106) FY16 ì Lot (b) (4) (b) (4) Number **DSRA** 0001AJ **FFP** OPTION WORK ITEM 512-90-001 ShipAlt DDG51-82907K, Install of CPS VSD Controls Alteration Installation Team (AIT) Support Service; provide FOB: Destination MILSTRIP: N5526216RQD0320 **NET AMT** (b) (4)

ITEM NO SUPPLIES SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** CLIN USS STOCKDALE (DDG-106) FY16 1 Lot (b) (4) (b) (4) Number DSRA 0001AK FFP OPTION WORK ITEM 980-11-005 ShipAlt DDG-106, 81676K, SCD 11676, Thermal Management Control System. Alteration Installation Team (AIT) Support Service; provide FOB: Destination MILSTRIP: N5526216RQD0320 **NET AMT** (b)(4)ITEM NO SUPPLIES SERVICES QUANTITY UNIT **UNIT PRICE** AMOUNT **CLIN** USS STOCKDALE (DDG-106) FY16 1 Lot (b)(4)(b) (4) Number DSRA 0001AL FFP OPTION WORK ITEM 980-11-008 ShipAlt DDG51-71097K, ICAS Tech Refresh, Alteration Installation Team (AIT) Support Service: provide FOB: Destination MILSTRIP: N5526216RQD0320

NET AMT

(b) (4)

**OUANTITY** UNIT UNIT PRICE AMOUNT ITEM NO SUPPLIES SERVICES (b) (4) (b) (4) USS STOCKDALE (DDG-106) FY16 Lot CLIN 1 Number DSRA 0001AMFFP OPTION WORK ITEM 980-11-009 Ship Alt DDG51-80609. High-Security Firewall. Alteration Installation Team (AIT) Support Service: provide FOB: Destination MILSTRIP: N5526216ROD0320 NET AMT (b) (4) **UNIT PRICE AMOUNT** ITEM NO SUPPLIES SERVICES *QUANTITY* **UNIT** CLIN USS STOCKDALE (DDG-106) FY16 1 Lot (b)(4)(b) (4) Number **DSRA** 0001AN **FFP** OPTION WORK ITEM 980-11-010 ShipAlt DDG51-79719K, AN/SRQ-4 Ku-Band Upgrade, Alteration Installation Team (AIT) Support Service: provide FOB: Destination MILSTRIP: N5526216RQD0320 (b) (4) **NET AMT** 

ITEM NO SUPPLIES/SERVICES **OUANTITY** UNIT UNIT PRICE AMOUNT CLIN USS STOCKDALE (DDG-106) FY16 ļ Lot (b) (4) (b) (4) Number **DSRA** 0001AP FFP OPTION WORK ITEM 980-11-011 ShipAh 80934K, Alteration Installation Team (AIT) Support Service: provide FOB: Destination MILSTRIP: N5526216RQD0320 **NET AMT** (b) (4) ITEM NO SUPPLIES/SERVICES **OUANTITY** UNIT **UNIT PRICE AMOUNT CLIN** USS STOCKDALE (DDG-106) FY16 (b)(4)1 Lot (b) (4) Number **DSRA** 0001AQ FFP OPTION ShipAlt DDG51-77543K. Improved Point Detection System - Lifecycle Replacement (IPDS-LR). Alteration Installation Team (AIT) Support Services: provide FOB: Destination MILSTRIP: N5526216RQD0320 NET AMT (b)(4)

QUANTITY UNIT UNIT PRICE **AMOUNT** SUPPLIES SERVICES ITEM NO (b) (4) (b) (4) Lot CLIN USS STOCKDALE (DDG-106) FY16 1 Number DSRA 0001AR FFP OPTION WORK ITEM 980-11-015 Ordalt DDG51-74603K. Sidewall Capacitor Monitor. Alteration Installation Team (AIT) Support Service; provide FOB: Destination MILSTRIP: N5526216RQD0320 (b) (4) **NET AMT UNIT PRICE** AMOUNT UNIT ITEM NO SUPPLIES/SERVICES **OUANTITY** USS STOCKDALE (DDG-106) FY16 1 Lot (b)(4)CLIN Number DSRA 0001AS **FFP** OPTION WORK ITEM 980-11-016 OrdAlt 83135 Close In Weapon System (CIWS) Cable Reliability Improvements. Alteration Installation Team (AIT) Support Service: provide FOB: Destination MILSTRIP: N5526216RQD0320 b) (4) **NET AMT** 

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ITEM NO SUPPLIES SERVICES QUANTITY UNIT **UNIT PRICE** AMOUNT CLIN (b) (4) USS STOCKDALE (DDG-106) FY16 Lot ì (b) (4) DSRA Number 0001AT **FFP** OPTION WORK ITEM 446-90-002 ShipAlt DDG106-84646K, SSEE Mods SA 555, MSR and Alteration Installation Team (AIT) Support Service; accomplish FOB: Destination MILSTRIP: N5526216RQD0320 **NET AMT** (b) (4) ITEM NO **SUPPLIES SERVICES** QUANTITY UNIT **UNIT PRICE** AMOUNT CLIN USS STOCKDALE (DDG-106) FY16 1 Lot (b)(4)(b)(4)Number DSRA 0001AU **FFP OPTION** WORK ITEM 980-90-001 ShipAlt DDG51-81398K, T46D Battle Force Tactical Trainer (BFTT) Upgrade Alteration Installation Team (AIT) Support: provide FOB: Destination MILSTRIP: N5526216RQD0320

**NET AMT** 

(b)(4)

SUPPLIES SERVICES QUANTITY UNIT UNIT PRICE ITEM NO (b) (4) USS STOCKDALE (DDG-106) FY16 CLIN 1 Let Number DSRA 0001AVFFP OPTION WORK ITEM 980-90-0014 Ordalt DDG51-79602K. AN USG-2A Upgrade to AN USG-2B, Alteration Installation Team (AIT) Support Services: provide FOB: Destination MILSTRIP: N5526216RQD0320 (b)(4)**NET AMT** QUANTITY UNIT **UNIT PRICE AMOUNT** ITEM NO SUPPLIES/SERVICES **CLIN CDRLs** Number 0003 **FFP** As applicable, the contractor shall meet the requirements outlined in the Contract Data Requirements Lists (CDRLs) provided. This is (b) (4) FOB: Destination

**NET AMT** 

(b)

## Section C - Descriptions and Specifications

## USS STOCKDALL (DDG-106) DSRA

- This delivery order incorporates all the terms, conditions, and requirements of contract N00024-16-D-4418 awarded to your firm.
- 2. <u>DESCRIPTION</u>: The Contractor shall prepare for and accomplish maintenance, modernization and repair to the USS STOCKDALE (DDG 106) during the Selected Restricted Availability (SRA) in accordance with Attachment J-1: Work Item Specification Package No. SSP TPPC-DDG106-SWRMC16-CN01, Attachment J-2: Plans, Drawings and Other Documentation Referenced in the Conformed Specification Package, and the applicable terms and conditions of contracts N00024-16-D-4416, N00024-16-D-4417, and N00024-16-D-4418 and this delivery order. The base items are those work items labeled as base items in attachment J-3.

Category I NAVSEA FY17 Standard Items are applicable to all items without further reference. Category II NAVSEA FY17 Standard Items are applicable when invoked and/or referenced in individual work items specified in Attachment J-1.

NAVSEA Standard items may be found at:

http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC.aspx

- CONTRACT DATA REQUIREMENTS LIST (CDRLs) FOR ITEM 0001: The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A, B and C attached to the basic contract. The specific CDRLs required to be provided are as follows:
  - a. A001 SMALL BUSINESS SUBCONTRACTORS REPORT
  - b. A002 CONDITION FOUND REPORT (CFR)
  - c. A003 REQUEST FOR CONTRACT CHANGE (RCC) REPORT
  - d. A004 LIAISON ACTION REQUEST
  - e. A005 PURCHASE ORDER (PO)
  - f. A006 QUALIFIED ASSURANCE PROGRAM PLAN QUALITY SYSTEM
  - g <u>A007 QUALIFIED ASSURANCE PROGRAM PLAN FIRE PREVENTION/HOUSEKEEPING</u>
  - h. <u>A008 QUALIFIED ASSURANCE PROGRAM PLAN PROCESS CONTROL PROCEDURE</u> (PCP)
  - A009 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS
  - j. <u>A010 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS</u>
  - k <u>A011 STATUS OF GOVERNMENT FURNISHED EQUIPMENT (GFE)REPORT GOVERNMENT PROPERTY</u>
  - A012 KEY EVENTS SCHEDULE
  - m. A013 PERFORMANCE AND COST REPORT
  - n. A014 WEIGHT AND STABILITY REPORTS FOR IN-SERVICE SURFACE SHIPS
  - o. <u>B001 LOGISTICS MANAGEMENT INFORMATION PROVISIONING PARTS LIST (PPL)</u>
  - p. <u>B003 LOGISTICS MANAGEMENT INFORMATION DESIGN CHANGE NOTICE (DCN)</u>
  - q. <u>B004 LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS INTERIN</u> SUPPORT ITEMS LIST (ISIL)
  - r. <u>B006 LOGISTICS MANAGEMENT INFORMATION (LMI) COMPONENT IDENTIFICATION DATA FOR ADVANCE RIC</u>
  - s. <u>B007 SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION</u> SI 009-19. PROVISIONING TECHNICAL DOCUMENTATION (PTD)
  - t. <u>B008 LOGISTICS PRODUCT DATA SI 009-21: LOGISTICS AND TECHNICAL DATA</u>
  - u. <u>B009 LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARY DEMAND ONLY TRANSACTION (DHA) REPORT</u>
  - v. C001 COMMERCIAL OFF THE SHELF (COTS) EQUIPMENT MANUAL SUPPORT

- W. C002 TECH MANUAL CONTRACT REQUIREMENTS (TMCR) HULL, MECH & FLEC EQUIPMENT TECH MAN RLQ - SL009-41: 1MCR FOR A TOPICALLY STRUCTURED TECH MANUAL
- The contractor is responsible for all environmental, safety and other technical type requirements provided in specification package SSP: TPPC-DDG106-SWRMC16-CN01.
- 5. The contractor shall provide all Change Order Price Analysis (COPA) proposals in response to Request for Contract Changes (RCC) within three business days. If circumstances arise where the contractor is unable to submit a COPA within three business days, the contractor shall notify the Government in writing of the specific circumstances and provide a date in which a COPA will be submitted. The contractor's timeliness in submitting COPAs in response to RCCs will be evaluated in CPARS and utilized for past performance ratings on future Delivery Orders, Notification of late submission of COPA does not exempt the contractor from meeting the three business day requirement, but will be considered by the Government when conducting a CPARS evaluation. In addition, pricing of contractor proposals submitted in response to RCCs shall not expire for a period of less than two business days after submission to the Government to allow sufficient time for evaluation and if required negotiations.
- 6. FIRE PREVENTION: The contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual for Fire Prevention and Response (8010 Manual) and NAVSEA Standard Item 009-28. The contractor will account for required fire drills in the proposed work schedule.
- 7. PAINT ABATEMENT: Paint abatement, to include removal of hot paint, will be conducted in accordance with NAVSEA Standard Item 009-32. Paint abatement will be included as part of pricing for all proposals and is not subject to additional growth.

### 8. QUALITY ASSURANCE

- a. QUALITY ASSURANCE PROGRAM The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in Standard Item 009-04. In addition to its rights under Clause 252.217-7005, the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.
- b. Quality Assurance Surveillance Plan (QASP) The Contractor shall meet the performance acceptable quality level requirements for each deliverable/assessment area in the QASP, Attachment J-4. There will be monetary deducts based on unfavorable contractor performance as stated in the QASP. There is no maximum dollar limit to the deducts which can be assessed against the Contractor for failing to meet the performance acceptable quality level requirements.
- 9. INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS The Contractor shall formally present its Integrated Production Schedule to the Navy Supervisory Authority at the Work Package Execution Review (WPER). Start Availability, 25% Complete conference, 50% Complete conference and 75% complete conference. The Integrated Production Schedule shall include Alteration Installation Team (AIT), Government-Contracted Third Party Maintenance Providers. Ship's Force, Commercial Industrial Services (CIS), and Fleet Maintenance Activity (FMA) work to the maximum extent this information is available. At each meeting, the contractor shall present and explain, at minimum, the following information:
  - The Contractor's most recent, Government approved, Integrated Production Schedule created in full compliance with Standard Item 009-60.

- b. The Contractor's current progress in preparing for and or executing the Availability in accordance with its Integrated Production Schedule. The Contractor shall provide an explanation and mitigation plan for any preparation or execution delays in comparison to its Integrated Production Schedule.
  - The contractor's plan shall describe opportunities for schedule acceleration and potential risks and mitigations to remaining schedule attainment

### CLAUSES INCORPORATED BY FULL TEXT

## HQ C-2-0020 DOCK TRIALS AND FAST CRUISE (NAVSEA) (MAY 1993)

- (a) <u>Dock Trials</u>. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item <u>982-31-001</u>. Contractor personnel are not to interfere with functions of ship's personnel.
- (b) <u>Fast Cruise</u>. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item <u>982-31-001</u>.

## HQ C-2-0056 TESTS AND TRIALS (NAVSEA) (OCT 1990)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

## LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSFA) (JUN 1992)

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): <u>Item 0001</u>.

## HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

- (a) Performance of this delivery order by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal in response to NAVSEA Solicitation No. N00024-16-R-4401.
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the non-price volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

General Dynamics, NASSCO 2798 East Harbor Drive, San Diego, CA 92113

HO C-0020 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA)\*:

(b) (6)

SOUTHWEST REGIONAL MAINTENANCE CENTER

CODE: 321A Project Manager Cell: (b) (6)

e-mail: (b) (6)

For purposes of requisitions of Government Furnished Material from the Federal Supply System. the Contractor:

[X] has been assigned Defense Activity Address Code (DODAAC)

[] the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

Section D - Packaging and Marking

## USS STOCKDALE (DDG-106) CLAUSES INCORPORATED BY FULL TEXT

## WARRANTY NOTIFICATION FOR ITEM(S) - (NAVSEA) (NOV 1996)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00024-16-D-4418 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR <u>USS STOCKDALE DDG 106 FY16 DSRA FROM DATE OF ACCEPTANCE</u>. IF ITEM IS DEFECTIVE NOTIFY (b) (6)

### MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this delivery order shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: \*

  (Name of Individual Sponsor)
  Southwest Regional Maintenance Center
  (Name of Requiring Activity)
  San Diego, CA
  (City and State)

## INSPECTION AND ACCEPTANCE TERMS

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0001AK	Destination	Government	Destination	Government
0001AL	Destination	Government	Destination	Government
0001AN	1 Destination	Government	Destination	Government
0001AN	Destination	Government	Destination	Government
0001AP	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
	Destination	Government	Destination	Government
0001AS	Destination	Government	Destination	Government
0001AT	Destination	Government	Destination	Government
0001AU	Destination	Government	Destination	Government
	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

## **USS STOCKDALE (DDG-106)**

# 52,246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA VARIATION) (MAY 1993)

- (a) Definitions. As used in this clause:
- (1) "Design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product tests:
- (2) "Essential performance requirements" means the operating capabilities and maintenance and reliability characteristics specified in the specification and/or statement of work; "essential performance requirements" does not include performance characteristics that are described as goals or objectives;
- (3) "Alternate source contractor" means a contractor which did not develop the portion of the design requiring redesign.
- (4) A unit shall be considered to have been "manufactured" when it has been accepted by the Government (either finally or conditionally); and

- (5) "At no additional cost to the United States" means at no increase in contract price.
- (b) Notwithstanding inspection and/or acceptance by the Government of the supplies furnished under this contract, any term or condition of this contract concerning the conclusiveness thereof, or any other term or condition of this contract, the Contractor warrants:
- (1) That line item 0001 will conform to the design and manufacturing requirements of the contract;
- (2) That line item <u>0001</u> at the time of acceptance by the Government, will be free from all defects in materials and workmanship; and
- (3) That line item <u>0001</u> will conform to the essential performance requirements of the contract; provided, however, that with respect to Government-furnished property, the Contractor's above-stated warranties shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's warranties shall extend to such modification or other work.
- (c) The Contractor shall not be responsible under these warranties for any failure of line item(s) contained herein to meet the conditions specified in (b)(1), (b)(2) or (b)(3), above, which is discovered more than 90 days from the date of acceptance. In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.
- (d) Notwithstanding any other term or condition contained in this contract, in the event of a failure to comply with any of the warranties provided herein, the Contractor shall, at the election of the Government:
- (1) Promptly take such action as may be necessary (e.g., repair, replace and/or redesign) to correct or. if so directed by the Government, partially correct the defect responsible for the failure at no additional cost to the United States. However, for alternate source contractors, redesign shall not be a remedy available to the Government if the alternate source contractor has not manufactured, at the time of agreement on the price of line item <u>0001</u>, the first ten percent of the eventual total production quantity anticipated to be acquired from that alternate source contractor;
- (2) Pay costs reasonably incurred by the United States in taking such correction action; and
- (3) Provide an equitable adjustment in contract price in lieu of full correction of the failure.
- (e) In seeking the remedies specified in (d)(1), (d)(2) or (d)(3) above, the Government may elect to exercise any one or combination of the specified remedies.
- (f) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (c) of this clause and shall run from the date of final acceptance of the corrected or replaced supplies.
- (g) The Contractor shall prepare and furnish to the Government data and reports applicable to any correction required under this clause (including the revision and updating of all affected data called for under this contract) at no additional cost to the United States. If the Contractor fails to prepare and furnish such data and/or reports or should the Government elect no to secure such data from the Contractor or another source, the Contractor shall pay costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment in contract price.
- (h) When items covered by these warranties are returned to the Contractor pursuant to this clause, the Contractor shall pay the transportation costs and bear the risk of loss or damage from the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) to the Contractor's plant and return to said place of delivery.

- (i) The Contractor shall be notified in writing of any breach of the warranties set forth in paragraph (a) above within 45 days after discovery of the breach. The failure of the Contracting Officer to so provide timely notice of the breach, however, shall not diminish the rights the Government would otherwise have under this clause or any other term or condition of this contract.
- (j) Notwithstanding any disagreement regarding the existence of a warranty breach, the Contractor shall promptly comply with any partial corrective action. In the event it is later determined that there was no warranty breach, the contract price shall be equitably adjusted.
- (k) The warranty provisions herein of this clause no not cover combat damage, liability for loss, damage, or injury to third parties, or consequential damages.
- (1) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights the Government may have under any other requirement of the contract. Disputes arising under this clause will be resolved in accordance with the clause entitled "DISPUTES" (FAR 52.233-1).
- (m) The failure of the Government to assert its right under this clause with respect to any particular breach or breaches of a warranty provided herein shall not waive or otherwise diminish the Government's rights with respect to any subsequent breach of a warranty.

## **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	N/A	N/A	N'A	N-A
0001 <b>A</b> A	POP 26-SEP-2016 TO 21-JUL-2017	N A	USS STOCKDALE DDG-106 NAVAL BASE SAN DIEGO SAN DIEGO CA 92136 FOB: Destination	R23163
0001AB	POP 26-SEP-2016 TO 21-JUL-2017	N-A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AC	POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AD	POP 26-JUN-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AE	POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001 <b>A</b> F	POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AC	G POP 26-SEP-2016 TO 21-JUL-2017	N A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AF	1 POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AJ	POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AK	X POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AL	POP 26-SEP-2016 TO 21-JUL-2017	N A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AN	M POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001A	N POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AF	P POP 26-SEP-2016 TO 21-JUL-2017	N'A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163

0001AQ	POP 26-SEP-2016 TO 21-JUL-2017	N'A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001 <b>A</b> R	POP 26-SEP-2016 TO 21-JUL-2017	N A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AS	POP 26-SEP-2016 TO 21-JUL-2017	N'A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
00C1AT	POP 26-SEP-2016 TO 21-JUL-2017	$N^{\dagger}A$	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AU	POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0001AV	POP 26-SEP-2016 TO 21-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	R23163
0003	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY TEXT

HQ F-2-0006 MILESTONES (NAVSEA) (SEP 1990)

(a) The Government has established dates for the successful accomplishment of the following major job order milestones. These dates shall be reflected in the Contractor's schedule (pre-award data).

EVENT	DESCRIPTION	DATE	A+ DAY
Availability Start Date	Entire Ship	26 SEP 2016	A+0
LAN Migration to Barge	Entire Ship	06 OCT 16	A+10
Crew Move Ashore	Entire Ship	06 OCT 16	A+10
Docking	Entire Ship	10 OCT 16	A+14
Open & Inspect Comp	Entire Ship	24 NOV 16	A+60
25% Conference	Entire Ship	14 DEC 16	A+79
50% Conference	Entire Ship	22 FEB 17	A+149
Undocking	Entire Ship	27 FEB 17	A+154
Engineering Production Complete (PCD)	Entire Ship	20 MAR 17	A+175
CSLO / ALO	Entire Ship	10 APR 17	A+196
75% Conference	Entire Ship	10 MAY 17	A+226
LAN Migration to Ship	Entire Ship	30 May 17	A+246
Crew Move Aboard	Entire Ship	30 MAY 17	A+246
LOA	Entire Ship	26 JUN 17	A+273

EVENT	DESCRIPTION	DATE	A+ DAY
Dock Trial	Entire Ship	30 JUN 17	A+277 /
Fast Cruise	Entire Ship	30 JUN 17	A - 277
Sea Trials	Entire Ship	03 JUL 17	A-280
Availability Complete	Entire Ship	21 JUL 17	A±299

- (b) The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed above.
- (c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(2) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009).

## 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$92,156 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

## ACCOUNTING AND APPROPRIATION DATA

AA: 1761804 70BA 257 55262 R 068688 2D QD0320 552626092QRP N5526216RQD0320 COST CODE: 552626002QRP AMOUNT: \$25,371,721.00 CIN N5526216RQD03020001AA: \$25,371,721.00

## USS STOCKDALE (DDG-106)

252.232-7006 WIDE AREA WORKELOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisttion.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWI payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract order:

## Invoice and Receiving Report Combo (FFP Supply)

(2) Inspection acceptance location. The Contractor shall select the following inspection acceptance location(s) in WAWF, as specified by the contracting officer

## Inspection: Destination - N55262: Acceptance: Destination - N55262

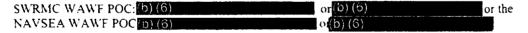
(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*				
e entered in WAWF				
N68732				
N55236				
N55236				
N55262				
N55262				
N/A				
N/A				
N55262				
N55262				
N/A				
N55236				
Q96463				
N/A				

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F. (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Program Manager (b) (6)
Administrative Contracting Officer: (b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.



(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988. (End of clause)

### SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be

encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

<u>PROGRESS PAYMENT INSTRUCTIONS:</u> Progress payments shall be submitted at the delivery order level on a semi-monthly basis. Progress payments will be based on physical progress complete, excluding any unsatisfactory or deficient work. It is recommended that the contractor and Government reconcile physical progress complete on a weekly basis, prior to submission of progress payments.

The contractor shall submit their invoice, with invoice tracking attachment (to be provided), in iRAPT (formerly WAWF). Invoices will be rejected if the invoice tracking attachment provided by the Government is not submitted with the invoice and is not fully completed. The Inspector and Acceptor will ensure that invoices contain appropriate information such as Contractor's name, invoice date, contract and delivery order number, description, physical progress complete, invoice amount, and retainer prior to approval of the invoice.

Under this delivery order, a 10% retainer will be withheld for each invoiced amount in accordance with 10 U.S.C. 2307. Whenever the Government determines that the work is substantially complete and that the retainer is in excess of the amount adequate for the protection of the Government, the Contracting Officer shall release the retainer or withholdings to the Contractor. For additional information, refer to 252.217-7007 PAYMENTS (DEC 1991).

Section H - Special Contract Requirements

USS STOCKDALE (DDG-106) CLAUSES INCORPORATED BY FULL TEXT

## 5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

### (a) GENERAL

- (1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.
- (2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.
  - (3) Materials contained in ship systems are not waste until after removal from the system.

### (b) IDENTIFICATION OF HAZARDOUS WASTES

Work Item 077-11-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

### (c) GENERATOR IDENTIFICATION NUMBERS

- (1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.
- (2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.
- (3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.
- (4) Notwithstanding paragraphs (c)(1) (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

- (5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.
- (6) Hazardous Waste Manifests. For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the (See Work Item 077-11-001) for completion after the hazardous waste has been identified.
- (7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify (See Work Item 077-11-001) within 3 business days of receipt of written notification by the State. After obtaining (See Work Item 077-11-001) approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to (See Work Item 077-11-001) for completion.

Section 1 - Contract Clauses

## <u>USS STOCKDALE (DDG-106)</u> CLAUSES INCORPORATED BY FULL TEXT

# 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (SEP 2009)

The Government may require the delivery of the numbered line item(s) subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

Work Item	Title	Latest Exercise Option Date	A - Date
180-90-001	Shipalt DDG-106, 01101K Common Radio , NMT and GBS Install, Installation AIT Support Service: provide	28-Aug-16	A-30
184-90-001	ShipAlt DDG51-71386K, Advanced Digital Antenna Production (ADAP) Install and Alteration Installation Team (AIT) Support Service; provide	28-Aug-16	A-30
235-90-002	ShipAlt DDG51-82710K, Hybrid Electric Drive: accomplish	28-Aug-16	A-30
401-90-001	SHIPALT DDG106-01100K, NTWK BUILD, CANES, ADNS, and NAVMACS Install, Alteration Installation Team (AIT) Support; provide	28-Aug-16	A-30
446-90-001	SHIPALT 75874 PEOC41, MSR and Alteration Installation Team (AIT) Support Service; accomplish and provide	28-Aug-16	A-30
463-80-001	SHIPALT DDG51-76231D, Sonar Stave Cable Connectorization and Transducer Element Replacement: accomplish	28-Aug-16	A-30
463-90-001	SHIPALT DDG106-85032K/85932K, AN/SQQ-89(V)15 Anti-Submarine Warfare (ASW) System with T1-14 Hardware Installation, MSR and Alteration Installation Team (AIT) Support Service; accomplish and provide	28-Aug-16	A-30
495-90-001	ShipAlt 87916K, PEOC4I ICOP Partial Infrastructure; accomplish	28-Aug-16	A-30
512-90-001	ShipAlt DDG51-82907K. Install of CPS VSD Controls Alteration Installation Team (AIT) Support Service; provide	28-Aug-16	A-30
522-80-001	Shipalt DDG-51-82474D, Relocation of CIWS. Torpedo and DLS Magazine Gages; accomplish	28-Aug-16	A-30

Work Item	Title	Latest Exercise Option Date	A - Date
980-11-005	ShipAlt DDG-106, 81676K, SCD 11676. Thermal Management Control System, Alteration Installation Team (AIT) Support Service: provide	28-Aug-16	A-30
980-11-008	ShipAlt DDG51-71097K, ICAS Tech Refresh, Alteration Installation Team (AIT) Support Service; provide	28-Aug-16	A-30
980-11-009	ShipAlt DDG51-80609, High-Security Firewall, Alteration Installation Team (AIT) Support Service, provide	28-Aug-16	A-30
980-11-010	ShipAlt DDG51-79719K, AN SRQ-4 Ku-Band Upgrade, Alteration Installation Team (AIT) Support Service; provide	28-Aug-16	A-30
980-11-011	ShipAlt 80934K, Alteration Installation Team (AIT) Support Service: provide	28-Aug-16	A-30
980-11-013	ShipAlt 75874K PEOC41, Alteration Installation Team (AIT) Support Service; provide	28-Aug-16	A-30
980-11-014	ShipAlt DDG51-77543K, Improved Point Detection System - Lifecycle Replacement (IPDS-LR), Alteration Installation Team (AIT) Support Services; provide	28-Aug-16	A-30
980-11-015	Ordalt DDG51-74603K. Sidewall Capacitor Monitor, Alteration Installation Team (AIT) Support Service; provide	28-Aug-16	A-30
980-11-016	OrdAlt 83135/Close In Weapon System (CIWS) Cable Reliability Improvements, Alteration Installation Team (AIT) Support Service; provide	28-Aug-16	A-30
980-11-017	ShipAlt DDG106-84646K, SSEE Mods SA 555, Alteration Installation Team (AIT) Support; provide	28-Aug-16	A-30
980-31-002	ShipAlt DDG106-82710K, Hybrid Electric Drive Alteration Installation Team (AIT) Office Space; provide	28-Aug-16	A-30

- 1. CDRLS specified under this delivery order will be provided under CLIN 0003. CLIN 0003 is (b) (4)
- 2. The Contractor shall provide a dry-dock daily rate. This daily or "day" rate will be established at time of award and will only be utilized to establish the daily rate for use of the dry-dock at the Contractor's facility in the event the Government is required to extend the USS STOCKDALE (DDG 106) DSRA beyond the currently anticipated docking period. The daily rate agreed to be between the Government and Contractor is established to be: (5) (4)
- 3. The Contractor shall schedule the performance of all items in the USS STOCKDALE DSRA work package, including work items included as both Base and Option items, so as to permit up to a 25% contract scope

increase (measured as the price increase as a percentage of the awarded value of the Availability's Base and Option items) to be performed as "Additional Requirements" (including growth and new work). The contractor agrees that these Additional Requirements, if ordered, shall be performed concurrently with the aforementioned work items, during the contract period of performance, without impacting, accelerating, or causing delay or disruption to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

The "Additional Requirements", if required, shall be ordered during the contract period of performance, as may be modified, on the following schedule:

- No more than 75% of the value following the 25% schedule point the availability (as measured in days between the "Docking" and "PCD" milestones in section F.1.).
- No more than 50% of the value following the 50% schedule point the availability (as measured in days between the "Docking" and "PCD" milestones in section F.1.).
- No more than 25% of the value following the 75% schedule point the availability (as measured in days between the "Docking" and "PCD" milestones in section F.1.).

### Section J - List of Documents. Exhibits and Other Attachments

### USS STOCKDALE (DDG-106)

Documents, exhibits and other attachments that will form part of this contract are as follows:

J-1	Work Item Specification Package No. SSP TPPC-DDG106-SWRMC16-CN01
1-2	Plans, Drawings and Other Documentation Referenced in the Conformed Specification Package
J-2a	Additional documentation to accompany Attachment J-2
J-4	Quality Assurance Surveillance Plan
J-3	Work Item Index - Provided with RFP
J-5	Small business subcontracting plan - Basic Contract and Delivery Order Specific plan applies
J-6	Delivery Order Specific Clause Fill-Ins - Provided with RFP
3-7	Representations, Certifications and Other Statements - Provided with RFP
Exhibits A. B and C	Contract Data Requirements List (CDRL) - Basic Applies (Offerors are to provide the specific CDRLs described in the Section C)

In addition to the documents listed above, the Successful Offeror's Delivery Order specific accepted approved Small Business Sub-contracting plan is incorporated.

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### Section B - Supplies or Services and Prices

CIN: N0002417RX001170001AA

UNIT **UNIT PRICE** HEM NO SUPPLIES SERVICES QUANTITY **AMOUNT** CLIN SSP: TPPC-CG53-SWRMC17-CNO01 Lot (0) Number 0001 **FFP** USS MOBILE BAY (CG-53) Selected Restricted Availability RFP 0002 is incorporated by refernece. Proposal dated October 18, 2016 (b) (4) is incorporated by reference. FOB: Destination PURCHASE REQUEST NUMBER: N0002417RX00117 **NET AMT UNIT PRICE** QUANTITY UNIT **AMOUNT** SUPPLIES/SERVICES ITEM NO CLIN **Basic Work Items** 1 Lot D1(4) Number 0001AA **FFP** Basic work items with the exception of OrdAlt and NAVSEA ShipAlts. TYCOM funded. FOB: Destination MILSTRIP: N5526217RQD0109 PURCHASE REQUEST NUMBER: N0002417RX00117 **NET AMT** (D) (+) ACRN AA (b) (4)

ITEM NO CLIN

**SUPPLIES SERVICES** Work Item 185-90-001

**OUANTITY** UNIT Lot

**UNIT PRICE** (b) (4)

**AMOUNT** (b)(4)

Number

0001BA FFP

ShipAlt CG47-83990K, IBS Open Deck Under Ship Control Console; accomplish.

NAVSEA funded. FOB: Destination

MILSTRIP: N0002417RX00117

PURCHASE REQUEST NUMBER: N0002417RX00117

**NET AMT** 

(b) (4)

ACRN AB

CIN: N0002417RX001170001BA

(b) (4)

ITEM NO CLIN

SUPPLIES SERVICES

**OUANTITY** 

UNIT

**UNIT PRICE** 

**AMOUNT** 

Number

0001BB

Multiple Work Items

Lot

(b) (4)

(b)(4)

FFP

Work Item 321-90-001: Ship Alt CG47-80740K, Fuel Oil and Lube Heaters Power

System Mod; accomplish

Work Item 533-90-001: ShipAlt CG47-84326K, Replace Hatco Booster with Hubbell

Booster; accomplish

Work Item 555-90-001: ShipAlt CG47-81435K, Install Remote Fire Toggle Switch;

accomplish

All three work items are NAVSEA funded

FOB: Destination

MILSTRIP: N0002417RX00152

PURCHASE REQUEST NUMBER: N0002417RX00117

**NET AMT** 

(b) (4)

**ACRN AC** 

CIN: N0002417RX001520001BB

(b)(4)

ITEM NO CLIN

SUPPLIES SERVICES

QUANTITY

1

UNIT

Lot

**UNIT PRICE** (b) (4)

**AMOUNT** (b) (4)

Number 0001BC

**FFP** 

ShipAlt CG47-88778K, AWS,SGS AC,CEC IFF NTDS Elimination, Alteration Installation Team (AIT) Support Services; provide. NAVSEA Funded.

FOB: Destination

Work Item 411-90-001

MILSTRIP: N0002417RX00133

PURCHASE REQUEST NUMBER: N0002417RX00117

**NET AMT** 

(b) (4)

ACRN AD

CIN: N0002417RX001330001BC

b) (4)

ITEM NO CLIN

SUPPLIES SERVICES

UNIT QUANTITY

1

**UNIT PRICE** 

AMOUNT

Number 0001CA Work Item 401-90-003

Lot

(b) (4)

(b)(4)

**FFP** 

ShipAlt CG47-79424K ISNS Tape Drive Replacement Install and

Alteration Installation Team (AIT) Support Service; provide. SPAWAR funded.

FOB: Destination

MILSTRIP: N6600117RX00021

PURCHASE REQUEST NUMBER: N0002417RX00117

**NET AMT** 

(b) (4)

ACRN AE

CIN: N6600117RX000210001CA

(b) (4)

ITEM NO CLIN

SUPPLIES/SERVICES Work Item 980-90-002

**OUANTITY** UNIT 1 Lot

**UNIT PRICE** (b) (4)

**AMOUNT** (b) (4)

Number 0001CB

**FFP** 

Ship Alt CG53-EC 85830K, PEOC4I ISNS PC Replacement Alteration Installation Team (AIT) Support Services; provide. SPAWAR funded.

FOB: Destination

MILSTRIP: N6600117RX00023

PURCHASE REQUEST NUMBER: N0002417RX00117

**NET AMT** 

(b) (4)

**ACRN AF** 

CIN: N6600117RX000230001CB

(b) (4)

ITEM NO CLIN

SUPPLIES/SERVICES

**QUANTITY** UNIT

**UNIT PRICE** 

**AMOUNT** 

Number 0001CC Work Item 980-90-003

1

Lot

(b) (4)

(b) (4)

FFP

ShipAlt 80934K, KMI Upgrades, Alteration Installation Team (AIT) Support Services; provide SPAWAR funded.

FOB: Destination

MILSTRIP: N6600117RX00026

PURCHASE REQUEST NUMBER: N0002417RX00117

**NET AMT** 

(b) (4)

ACRN AG

CIN: N6600117RX000260001CC

(b) (4)

ITEM NO CLIN Number 0001DA	SUPPLIES SERVICES Work Item 980-90-004 FFP	QUANTITY 1	UNIT Lot	UNIT PRICE (b) (4)	<b>AMOUNT</b> (b) (4)
	OrdAlt (OA) CG47-79602K, AN/USG-2A (Alteration Installation Team (AIT) Support provide. Naval Surface Warfare Center Por	Service for NSW	C PHD;		
	FOB: Destination MILSTRIP: N6339417RX00034 PURCHASE REQUEST NUMBER: N0002	2417RX00117			
	ACRN AH CIN: N6339417RX000340001DA			NET AMT	(b) (4)
ITEM NO CLIN Number 0003	SUPPLIES/SERVICES CDRLs  FFP  As applicable, the contractor shall meet the Requirements Lists (CDRLs) provided. Th FOB: Destination	QUANTITY requirements out is is (b) (4)	UNIT Lot tlined in the	UNIT PRICE Contract Data	AMOUNI (d)

**NET AMT** 

### Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE TERMS

### Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001BA	Destination	Government	Destination	Government
0001BB	Destination	Government	Destination	Government
0001BC	Destination	Government	Destination	Government
0001CA	Destination	Government	Destination	Government
0001CB	Destination	Government	Destination	Government
0001CC	Destination	Government	Destination	Government
0001DA	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

### Section F - Deliveries or Performance

### CLAUSES INCORPORATED BY FULL TEXT

### HQ F-2-0006 MILESTONES (NAVSEA) (SEP 1990)

a. The Government has established dates for the successful accomplishment of the following major job order milestones. These dates shall be reflected in the Contractor's schedule (pre-award data).

EVENT	A+ DAY	DATE	WEEKDAY
START AVAILABILITY	A+1	23-Jan-17	Monday
SHIP MOVES TO CONTRACTOR FACILITY	A+1	23-Jan-17	Monday
20% OPEN & INSPECT REPORT COMPLETE	A+32	24-Feb-17	Friday
25% CONFERENCE	A+44	08-Mar-17	Wednesday
50% CONFERENCE	A+86	19-Apr-17	Wednesday
ORT SPACE TURNOVER	A+112	15-May-17	Monday
CSSE LIGHT OFF	A+119	22-May-17 to 4-Jun-17	Monday-Sunday
START OF ORT SW LOAD/DOWNTIME OF SHIP'S LAN (14 DAYS)	A+119	22-May-17 to 4-Jun-17	Monday-Sunday
BACKUPS OF EXISTING SERVERS AND LOADING OF NEW ORT SW	A-119	22-May-17 to 4-Jun-17	Monday-Sunday
INSTALL NEW PC'S INTO SPACES ON SHIP	A+119	22-May-17 to 4-Jun-17	Monday-Sunday
ISNS SWITCH RETROGRADE	A+119	22-May-17 to 20-Jun-17	Monday-Tuesday
HAB TURNOVER	A+119	22-May-17	Monday
CREW MOVE ABOARD	A+127	30-May-17	Tuesday
75% CONFERENCE	A+128	31-May-17	Wednesday
CONNECTED SYSTEMS THAT DID NOT GET UPGRADED (REMAIN IN PLACE)	A · 128	31-May-17 to 23-June-17	Wednesday-Friday
ORT SIPR AND NIPR SOVT	A-133	5-Jun-17 to 13-June-17	Monday-Tuesday

EVENT	A+ DAY	DATE	WEEKDAY
PRODUCTION COMPLETION DATE (PCD) MAIN SPACE TURNOVER	A+133	05-Jun-17	Monday
DCMA	A+133	05-Jun-17	Monday
AEGIS LIGHTS OFF (ALO)	A+140	12-Jun-17	Monday
B/L 9 TESTING	A+140	12-Jun-17	Monday
SHIP MOVES TO NAVSTA	A+151	23-Jun-17	Friday
MOCK LOA	A+177	19-Jul-17	Wednesday
ORT SIGN OFF	A+182	24-Jul-17	Monday
NAVCERT (DOCKSIDE)	A+184	26-Jul-17	Wednesday
LOA	A+189	31-Jul-17	Monday
DOCK TRIALS	A+196	07-Aug-17	Monday
FAST CRUISE	A+197	08-Aug-17	Tuesday
SEA TRIALS BEGIN	A+203	14-Aug-17	Monday
REFUEL	A+204	15-Aug-17	Tuesday
B/L 9 UNDERWAY TESTING COMPLETE	A+209	20-Aug-17	Sunday
AVAILABILITY COMPLETE	A+209	20-Aug-17	Sunday

- (b) The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed above.
- (c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(2) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009)

### **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 23-JAN-2017 TO 20-AUG-2017	N A	N A FOB: Destination	

 <sup>,</sup> 23-JAN-2017 TO AUG-2017	N/A	SWRMC CODE 322 (b) (6) 3755 BRISNER ST STE 1 SAN DIEGO CA 92136 (b) (6) FOB: Destination
 23-JAN-2017 TO AUG-2017	N:A	(SAME AS PREVIOUS LOCATION) FOB: Destination
 23-JAN-2017 TO AUG-2017	N.A	(SAME AS PREVIOUS LOCATION) FOB: Destination
 23-JAN-2017 TO AUG-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
 23-JAN-2017 TO AUG-2017	N: A	(SAME AS PREVIOUS LOCATION) FOB: Destination
 23-JAN-2017 TO AUG-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
 <sup>2</sup> 23-JAN-2017 TO AUG-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
 23-JAN-2017 TO AUG-2017	N: A	(SAME AS PREVIOUS LOCATION) FOB: Destination
 23-JAN-2017 TO AUG-2017	N/A	N/A FOB: Destination

#### Section G - Contract Administration Data

### ACCOUNTING AND APPROPRIATION DATA

AA: 1771804 70BA 257 55262 R 068688 2D QD0109 552627002Q9P

COST CODE: 552627002Q9P

AMOUNT: (b) (4) CIN N0002417RX001170001AA: (b) (4)

AB: 1771810 81GB 310 VU021 0 050120 2D 000000 A00003699151

COST CODE: A00003699151

AMOUNT: (b) (4)

CIN N0002417RX001170001BA:(b) (4)

AC: 1771804 8B5B 257 VU021 0 050120 2D 000000 A00003709645

COST CODE: A00003709645

AMOUNT: (b) (4)

CIN N0002417RX001520001BB:(b) (4)

AD: 1761810 A4UU 257 WS010 0 050120 2D 000000 A00003703550

COST CODE: A00003703550

AMOUNT: (b) (4)

CIN N0002417RX001330001BC; (b) (4)

AE: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00003716179

COST CODE: A00003716179

AMOUNT: (b) (4) CIN N6600117RX000210001CA (b) (4)

AF: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00003719494

COST CODE: A00003719494

AMOUNT: (b) (4) CIN N6600117RX000230001CB: (b) (4)

AG: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00003728605

COST CODE: A00003728605

AMOUNT: b) (4) CIN N6600117RX000260001CC: b) (4)

AH: 97X4930 NH1K 257 77777 0 050120 2F 000000 A00003696070

COST CODE: A00003696070

AMOUNT: (b) (4) CIN N6339417RX000340001DA: (b) (4)

Section I - Contract Clauses

#### CLAUSES INCORPORATED BY FULL TEXT

#### HO C-2-0048 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA):

MCA (Name):	(b) (6)
Telephone:	(b) (6)
Address:	SWRMC 3755 Brinser St. Ste 1 San Diego, CA 92136

For purposes of requisitions of Government Furnished Material from the Federal Supply System, the Contractor:

[x] has been assigned Defense Activity Address Code (DODAAC)

[ ] the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall-
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https: wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https: wawf.eb.mil/.

- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report Combo (FFP Supply)
Cost Voucher (Cost Reimbursable)

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection/accpetance at N55236

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N55236
Admin DoDAAC	N55236
Inspect By DoDAAC	N55236
Ship To Code	N55236
Ship From Code	N'A
Mark For Code	N/A
Service Approver (DoDAAC)	N55236
Service Acceptor (DoDAAC)	N55236
Accept at Other DoDAAC	N/A
LPO DoDAAC	N55236
DCAA Auditor DoDAAC	Q96463
Other DoDAAC(s)	N'A

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to acceptance locations apply, or "Not applicable.")

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Project Manager: (b) (6)	İ	
Administrative Contracting Officer: (b) (6)		

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

SWRMC WAWF POC: (b) (6) or the NAVSEA WAWF POC: (b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$116.874 per calendar day of delay [Contracting Officer insert amount].
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

### HO D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(b) (6)
(Name of Individual Sponsor)
Southwest Regional Mainenance Center
(Name of Requiring Activity)
San Diego, CA
(City and State)

### HQ D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) 0001- ALTERNATE I (NAVSEA) (APR 2015)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R dated 18 February 2014 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00024-16-D-4417
TO CONFORM TO DESIGN, MANUFACTURING, AND
PERFORMANCE REQUIREMENTS AND BE FREE
FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR
USS MOBILE BAY (CG-53) FROM DATE OF ACCEPTANCE. IF ITEM IS
DEFECTIVE NOTIFY ADMINISTRATIVE CONTRACTING OFFICER.

The state of the s		
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	ORDER	FOR SUPP	LIES OR SEI	RVICES			PAC	Æ 1 OF 17
I CONTRACTIPURCH ORDER/ AGREEMENT NO NOO024-16-D-4418	2 DELIVERY	ORDER/ CALL NO	3 DATE OF ORDER (37777MMMDD) 2016 Dec 23	VCALL 4 REQ / P	URCH REQUEST	NO	5 PRIO	RITY
	DE N55236 CENTER	7. A	SEE ITEM 6	Y (if other than b	) CODE			IVERY FOB DESTINATION OTHER Schedule if other)
9. CONTRACTOR CO  NATIONAL STEEL AND SHIPE  NAME 2798 HARBOR DR ADDRESS SAN DIEGO CA 92113-3650	DE 81220 SUILDING COM	PANY	FACILITY	SEE	ELIVER TO FOB ITTITUMMED! SCHEDULE SCOUNT TERMS			rk if business is small small disadvantaged women-owned vomen-owned
				See	Section G			
14. SHIP TO CO SEE SCHEDULE	DE	DFA P.O.	PAYMENT WILL S CLEVELAND BOX 998022 VELAND OH 44199	BE MADE BY	CODE N6873:	2	PAC PA IDE	IARK ALL KAGES AND PERS WITH WITHICATION ZMBERS IN C KS 1 AND 2.
TYPE CALL			ernment agency or in a	ccordance with and	ubject to terus and	conditions of ab	ove number	ed contract
ORDER PURCHASE Furnish th	your quote dated se following on te	rms specified herein	REF:					
UBDEB	AS IT MAY FONDITIONS S	PREVIOUSLY HA ET FORTH, ANI SIGNATI tance and return t		FORM THE SA	, SUBJECT TO	ALL OF THE	TERMS	DATE SIGNED
See Schedule	HEDULE OF	SUPPLIES SER	VICES	20. QUANTIT ORDERED ACCEPTE	21. UNIT	22. UNIT PE	RICE	23. AMOUNT
	<u>, ,                                  </u>			7,002.12				
		CHEDULE STATES	OF AMERICA	# # # # # # # # # # # # # # # # # # #				
* If quantity accepted by the Government is s	ame as TE	L: NEW PROPERTY.		(ხ) (ნ		25. 26.	TOTAL	\$15.533,978.00
quantity ordered, indicate by X. If different, quantity accepted below quantity ordered as	d encircle. BY	AIL:		CONTRACTING	ORDERING OFF		FERENCES	
27a. QUANTITY IN COLUMN 20 F	ACCEPT CONTRA	ED, AND CONF	NOTED _	DATE	4 PRINTED	NAME AND	TITLEO	F AUTHORIZED
b. SIGNATURE OF AUTHORIZED	GOVERNME	NT REPRESENT.	Alive c	. DATE (IIIIMMMDD)	GOVERNME	NT REPRESE	NTATIV	E
e MAILING ADDRESS OF AUTHO	RIZED GOVE	RNMENT REPR	ESENTATIVE 3	8. SHIP NO.	29. DO VOU		ITIALS	
f. TELEPHONE NUMBER & E-	MAIL ADDR	ESS		PARTIAL FINAL	32. PAID BY		AMOUN	T VERIFIED OR
36. I certify this account is corre	ect and prop	er for paymen	t.	I. PAYMENT		34	CHECK	NUMBER
		TREE VANCOR	FICER	COMPLET	E	1		
a. DATE b. SIGNATURE AND	O TITLE OF	CERTIF TINGOP	. TOZA	PARTIAL FINAL		35	BILL OF	LADING NO.

DD Form 1155, DEC 2001

PREVIOUS EDITION IS OBSOLETE.

### Section B - Supplies or Services and Prices

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
	USS SPRUANCE (DDG FFP RFP 0004 is incorporated DDG111/DA/18-0163, G	by reference. Pro-	posal dated 31	l Oct 2016; Serial No.	
	FOB: Destination PURCHASE REQUEST	NUMBER: N0002	416 <b>D</b> 4418000	02	
				MAX NET AMT	(b)
ITEM NO CLIN Number 0001AA	SUPPLIES/SERVICES	MAX QUANTITY 1	UNIT Lot	UNIT PRICE (b) (4)	MAX AMOUNT
	USS SPRUANCE (DDG- FFP BASE WORK ITEMS - T FOB: Destination MILSTRIP: N5226217RQ	YCOM			
	ACRN AA			MAX NET AMT	(b) (4)
	CIN: N5526217RQD01100	0001AA			(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001BA		1	Lot	(b) (4)	(b) (4)
	USS SPRUANCE (DDG-1 FFP SPAWAR BASE ITEMS, FOB: Destination MILSTRIP: N6600117RX	WI 495-90-002			
				MAX NET AMT	(b) (4)
	ACRN AT CIN: N6600117RX000360	0001BA			(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001BB		QUANTITY 1	Lot	(b)	(b)
	USS SPRUANCE (DDG-1 FFP SPAWAR BASE ITEMS, FOB: Destination MILSTRIP: N6600117RX	WI 980-11-011			
				MAX NET AMT	(b)

N00024-16-D-4418 0003 Page 4 of 17

ITEM NO CLIN Number 0001BC OPTION	SUPPLIES/SERVICES  USS SPRUANCE (DDG-	MAX QUANTITY 1	UNIT Lot	UNIT PRICE	MAX AMOUNT
	FFP SPAWAR BASE ITEMS, FOB: Destination	WI 441-90-001, (	OPTION		
				MAX NET AMT	(b) (4)
ITEM NO CLIN Number 0001BD	SUPPLIES/SERVICES	MAX QUANTITY 1	UNIT Lot	UNIT PRICE (b) (4)	MAX AMOUNT
OPTION	USS SPRUANCE (DDG-FFP SPAWAR BASE ITEMS, FOB: Destination MILSTRIP: N6600117RX	WI 441-90-002 C	OPTION		
				MAX NET AMT	(5) (4)
	ACRN AX CIN: N6600117RX00042	0001BD			(b) (4)

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001BE		1	Lot	(b) (4)	(b) (4)
OPTION	USS SPRUANCE (DDG- FFP SPAWAR BASE ITEMS, FOB: Destination MILSTRIP: N6600117RX	WI 980-11-007 O	PTION		
				MAX NET AMT	(b) (4)
	ACRN AY CIN: N6600117RX00043	0001BE			(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001CA		1	Lot	(b) (4)	(b) (4)
	USS SPRUANCE (DDG- FFP NAVSEA BASE ITEMS, FOB: Destination MILSTRIP: N0001917RX	WI 415-90-001			
				MAX NET AMT	(b) (4)
	ACRN BE CIN: N0001917RX000460	0001CA			(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY 1	UNIT Lot	UNIT PRICE	MAX AMOUNT
Number 0001CB		1	Lot	(0) (4)	(0) (4)
	USS SPRUANCE (DDG-FFP NAVSEA BASE ITEMS, FOB: Destination MILSTRIP: N0002417RX	WI 463-90-001			
				MAX NET AMT	(b) (4)
	ACRN BF CIN: N0002417RX00095	0001CB			(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001CC		1	Lot	(b) (4)	(b) (4)
	USS SPRUANCE (DDG- FFP NAVSEA BASE ITEMS, FOB: Destination MILSTRIP: N0002417RX	WI 472-90-001			
				MAX NET AMT	(b) (4)
	ACRN BG CIN: N0002417RX00137	0001CC			(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001CD		1	Lot	(b) (4)	(b) (4)
	USS SPRUANCE (DDG- FFP NAVSEA BASE ITEMS, FOB: Destination MILSTRIP: N0002417RX	WI 980-11-001, 9	80-11-004		
				MAX NET AMT	(b) (4)
	ACRN BH CIN: N0002417RX001970	0001CD			(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001CE		1	Lot	(b) (4)	(b) (4)
	USS SPRUANCE (DDG- FFP NAVSEA BASE ITEMS, FOB: Destination MILSTRIP: N6339417RX	WI 980-11-003			,
				MAX NET AMT	(b) (4)
	ACRN BJ CIN: N6339417RX000500	0001CE			(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001CF		1	Lot	(b) (4)	(b) (4)
	USS SPRUANCE (DDG- FFP NAVSEA BASE ITEMS, FOB: Destination MILSTRIP: N0002417RX	WI 980-11-009			
				MAX NET AMT	(b) (4)
	ACRN BK CIN: N0002417RX00190	0001CF			(b) (4)
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001CG		1	Lot	(i) (4)	(b) (4)
	USS SPRUANCE (DDG- FFP	111) FY17 SRA			
	NAVSEA BASE ITEMS, FOB: Destination MILSTRIP: N6339417RX				
				MAX NET AMT	(b) (4)
	ACRN BL CIN: N6339417RX00035	0001CG			(b) (4)

N00024-16-D-4418 0003 Page 9 of 17

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0001CH		QUANTITY · 1	Lot	(b) (4)	(b) (4)
OPTION	USS SPRUANCE (DDG-FFP NAVSEA BASE ITEMS, FOB: Destination		PTION		
				MAX NET AMT	(b) (4)
ITEM NO CLIN Number 0003	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE (b) (4)	MAX AMOUNT
	CDRLs FFP As applicable, the contrac Data Requirements Lists ( FOB: Destination	tor shall meet the re CDRLs) provided.	equirements ou This is (b) (4)	tlined in the Contract CLIN.	
				MAX NET AMT	(b)

### INSPECTION AND ACCEPTANCE TERMS

### Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001BA	Destination	Government	Destination	Government
0001BB	Destination	Government	Destination	Government
0001BC	Destination	Government	Destination	Government
0001BD	Destination	Government	Destination	Government
0001BE	Destination	Government	Destination	Government
0001CA	Destination	Government	Destination	Government
0001CB	Destination	Government	Destination	Government
0001CC	Destination	Government	Destination	Government
0001CD	Destination	Government	Destination	Government
0001CE	Destination	Government	Destination	Government
0001CF	Destination	Government	Destination	Government
0001CG	Destination	Government	Destination	Government
0001CH	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

### Section F - Deliveries or Performance

#### CLAUSES INCORPORATED BY FULL TEXT

### HQ F-2-0006 MILESTONES (NAVSEA) (SEP 1990)

(a) The Contractor shall submit, with its bid/offer, dates for the successful accomplishment of the following major job order milestones (See Attachment 1, Section L. Factor D2).

EVENT	A+ DAY	DATE	WEEKDAY
START AVAILABILITY	A+0	13-Feb-17	Monday
CREW MOVE ASHORE	A+10	23-Feb-17	Thursday
20% OPEN & INSPECT REPORT COMPLETE	A+20	19-Mar-17	Sunday
25% CONFERENCE	A+45	29-Mar-17	Wednesday
50% CONFERENCE	A+86	10-May-17	Wednesday
ORTS/HAB PCD	A+95	19-May-17	Friday
PCD	A+101	25-May-17	Thursday
CSLO/ALO	A+107	31-May-17	Wednesday
75% CONFERENCE	A+128	21-Jun-17	Wednesday
CREW MOVE ABOARD	A+133	26-Jun-17	Monday
LOA	A+147	10-Jul-17	Monday
DOCK TRIALS	A+163	26-Jul-17	Wednesday
FAST CRUISE	A+163	26-Jul-17	Wednesday
SEA TRIALS	A+166	29-Jul-17	Saturday
COMPLETE AVAIL	C+0	02-Aug-17	Wednesday

<sup>(</sup>b) The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed above.

### **DELIVERY INFORMATION**

<sup>(</sup>c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8) or "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9), as applicable.

0001CG POP 13-FEB-2017 TO 10/A (Old Market 12 Control Market 12 Co	0001	POP 13-FEB-2017 TO 02-AUG-2017	N/A	N/A FOB: Destination	
Common Pop 13-FEB-2017 TO 02-AUG-2017         FOB: Destination           0001BB POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001BC POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001BD POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001BE POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CA POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CB POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CC POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CD POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CD POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CE POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CF POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CG POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687           0001CG POP 13-FEB-2017 TO 02-AUG-2017         N/A         (SAME AS PREVIOUS LOCATION) R55687	0001AA		N/A	(b) (6) NAVAL BASE SAN DIEGO SAN DIEGO CA 92136	R55687
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### ACCOUNTING AND APPROPRIATION DATA

AA: 1771804 70BA 257 55262 R 068688 2D QD0110 55262700UFFP

AMOUNT: (A)

CIN N5526217RQD01100001AA:

AT: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00003743683

AMOUNT: (6) (4) CIN N6600117RX000360001BA: (6) (4)

AX: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00003753908

AMOUNT: (5) (6) CIN N6600117RX000420001BD (b) (4)

AY: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00003754349

AMOUNT: (5) (1) CIN N6600117RX000430001BE: (5) (4)

BE: 1771810 U3SZ 310 00019 0 050120 2D 000000 A00003678498

AMOUNT:

CIN N0001917RX000460001CA: (b) (4)

BF: 1771810 A2DB 310 WS050 0 050120 2D 000000 A00003689932

AMOUNT: (b)(4)

CIN N0002417RX000950001CB: (4)

BG: 1771810 82TC 310 VU021 0 050120 2D 000000 A00003704188

AMOUNT: (b) (-1) CIN N0002417RX001370001CC: (b) (4)

BH: 1771810 81GB 257 VU021 0 050120 2D 000000 A00003740779

AMOUNT: (5) (4) CIN N0002417RX001970001CD: (5) (4)

BJ: 97X4930 NH1K 257 77777 0 050120 2F 000000 A00003733235

AMOUNT: (1) (1) CIN N6339417RX000500001CE: (1) (41)

BK: 1761810 82MB 310 VU021 0 050120 2D 000000 A00003732507

AMOUNT: (1) (4)

CIN N0002417RX001900001CF: (b) (4)

BL: 97X4930 NH1K 257 77777 0 050120 2F 000000 A00003696560

AMOUNT: (4) CIN N6339417RX000350001CG: (b) (4)

Section I - Contract Clauses

### CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0048 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA):

MCA (Name):	(b) (6)
Telephone:	(b) (6)
Address:	SWRMC 3755 Brinser St. Ste 1 San Diego, CA 92136

For purposes of requisitions of Government Furnished Material from the Federal Supply System, the Contractor:

[X] has been assigned Defense Activity Address Code (DODAAC)

[ ] the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb mil/.

- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report Combo (FFP Supply)
Cost Voucher

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

#### N55236

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF	
Pay Official DoDAAC	N68732	
Issue By DoDAAC	N55236	
Admin DoDAAC	N55236	
Inspect By DoDAAC	N55236	
Ship To Code	N55236	
Ship From Code	N/A	
Mark For Code	N/A	
Service Approver (DoDAAC)	N55236	
Service Acceptor (DoDAAC)	N55236	
Accept at Other DoDAAC	N/A	
LPO DoDAAC	N55236	
DCAA Auditor DoDAAC	Q96463	
Other DoDAAC(s)	Ñ/A	
+		

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Project Manager: (b) (6)
Administrative Contracting Officer: (b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

SWRMC WAWF POC: (b) (6)
NAVSEA WAWF POC: (b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

# 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$92,156 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

### HQ D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) 0003- ALTERNATE I (NAVSEA) (APR 2015)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R dated 18 February 2014 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00024-16-D-4418
TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE
REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND
WORKMANSHIP FOR USS SPRUANCE (DDG-111) FROM
DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE
NOTIFY (b) (6)
AND ADMINISTRATIVE CONTRACTING OFFICER.

### HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)
Southwest Regional Maintenance Center
(Name of Requiring Activity)

San Diego, CA
(City and State)

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# Section B - Supplies or Services and Prices

AMOUNT HEM NO SUPPLIES/SERVICES **OUANTITY UNIT UNIT PRICE** CLIN FFP DOs OPT PERIOD I Number 0004 FFP EXERCISED RFP 0008 AND ALL AMENDMENTS ARE INCORPORATED BY REFERENCE OFTION Proposal dated b Continental Maritime of San Diego (CMSD) ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED AVAILABILITIES AND/OR EMERGENT MAINTENANCE, MODERNIZATION AND REPAIR SEE NOTES INDICATED BELOW IN SECTION B. DELIVERY ORDER NUMBER N5523617F4019. PURCHASE REQUEST NUMBER: N5523617F4018 (b) (4) NET AMT

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SUPPLIES/SERVICES UNII HEM NO QUANTITY UNIT PRICE AMOUNT (b)(4) (b)(4)FY17 OPN funding CLIN Le: ì Number 0004AA FFP Basic Work Item FFP USS CHOSIN (CG-65) SSRA SEA21 BASE MODERNIZATION ITEMS Inspect by: Government Accept at Destination FOB: Destination (b) (4) NET AMT ACRN AA (b) (4) CIN N0002417RX00733 ITEM NO SUPPLIES SERVICES QUANTITY UNIT UNIT PRICE AMOUNT CLIN FY 17 OMN (Structural) (b) (4) 1 Lot Number 0004AB FFP Basic Work Item FFP USS CHOSIN (CG-65) SSRA SEA21 BASE MODERNIZATION ITEMS Inspect by Government Accept at: Destination FOB: Destination (b) (4) NET AMT (b) (4) ACRN AB CIN: N0002417RX00681

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SUPPLIES/SERVICES QUANTITY UNIT ITEM NO. UNIT PRICE AMOUNT CLIN FY17 OMN (Repair) (b) (4) (b) (4) 1 Let Number 0004AC +1-pBasic Work Item FFF USS CHOSIN (CG-65) SSRA **SEA21 BASE MODERNIZATION ITEMS** Inspect by: Government Accept at Destination FOB: Destination (6) (4) NET AMI ACRN AC (b) (4) CIN N0002417RX00691 QUANTITY ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE AMOUNT CLIN CDRLS 1 Lot (b) Number 0006 FFP CDRLS FFP AS APPLICABLE, THE CONTRACTOR SHALL MEET THE REQUIREMENTS OUTLINED IN THE CONTRACT DATA REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A. B. AND C. SEE NOTES INDICATED BELOW IN SECTION B THIS IS 5: (2) CLIN. DELIVERY ORDER NUMBER N5523617F4019. FOB: Destination NET AMT

See applicable Terms and Conditions included in contract N00024-16-D-4417, and filled in clauses included in Attachment J-6.

- 1 <u>IVPE OF ORDER</u>: This Delivery Order is Firm Fixed Price and will be awarded under CLIN 6004. CLIN 004 is the offeror's total awarded price which equals the sum of all work items, inclusive of all base and option items (if applicable), listed on attachment 1-3
- SUBJECT TO THE AVAILABILITY OF FUNDS CLAUSES 52:232-18 and 52:232-19
- SCHEDULE OF PRICES (RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)
  - 1.1 The Contractor's fully burdened Ship Repair Labor and Material Burden Rates as provided in submitted proposals will be used for negotiating growth work to be performed under this delivery order. Labor and material burden rates proposed for the delivery order will not exceed ceilings provided in the basic contract.
  - 1.2 Proposed Labor and Material Burden Rates

Labor: \$	
Material	

- 1. OPTION ITEMS: There are no OPTION items in this availability
- 2 CDRLS specified under this delivery order will be provided under CLIN 0006. CLIN 0006 is (b) (4)
- The Contractor shall schedule the performance of all items in the USS CHOSIN (CG-65) SSRA work package, including all base and option (if applicable) work items, so as to permit up to a 25% contract scope increase to be performed as "Additional Requirements" (including growth and new work). The Government will track the contract scope increase by calculating the increase in labor hours of growth and new work as a percentage against labor hours proposed in the basic work package. The contractor agrees that these Additional Requirements, if ordered, shall be performed concurrently with the afcrementioned work items during the contract period of performance, without impacting, accelerating or causing delay or disruption to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

The "Additional Requirements," if required, shall be ordered during the contract period of performance, as may be modified, on the following schedule:

- No more than 75% of the awarded labor hours (including subcontractor hours) following the 25% point of the availability.
- No more than 50% of the awarded labor hours (including subcontractor hours) following the 50% point of the availability
- No more than 25% of the awarded labor hours (including subcontractor hours) following the 75% point of the availability.

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Section C - Descriptions and Specifications

#### SB SUBCONTRACTING PLAN

CMSD's Subcontracting Plan is hereby incorporated and made a material part of this contract IAW FAR 19,705-5(a)(5).

See applicable Terms and Conditions included in contract N00024-16-D-4417, and filled in clauses included in attachment 1-6

DESCRIPTION, Item 0004: The Contractor shall prepare for and accomplish maintenance, modernization and repair to the USS CHOSIN (CG-65) during the Special Selected Restricted Availability (SSRA) in accordance with Attachment J-2: Work Item Specification Package No. SSP-SWRMC-CG65 501-17. Attachment J-2. Plans, Drawings and Other Documentation Referenced in the Conformed Specification Package, and the applicable terms and conditions of contract N00024-16-D-4417 and this delivery order. The base items are those work items labeled as base items in attachment J-3.

Category I NAVSEA FY17 including Change 1 and Change 2 Standard Items are applicable to all items without further reference. Category II NAVSEA FY17 including Change 1 and Change 2 Standard Items are applicable when invoked and/or referenced in individual work items specified in Attachment J-2.

NAVSEA Standard items may be found at: http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC.aspx

- 2 CONTRACT DATA REQUIREMENTS LIST (CDRLs) FOR ITEM 0006: The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A. B and C attached to the basic contract. The specific CDRLs required to be provided are as follows:
  - a. A001 SMALL BUSINESS SUBCONTRACTORS REPORT
  - b. A002 CONDITION FOUND REPORT (CFR)
  - c A003 REQUEST FOR CONTRACT CHANGE (RCC) REPORT
  - d. A004 LIAISON ACTION REQUEST
  - e. A005 PURCHASE ORDER (PO)
  - f. A006 OUALIFIED ASSURANCE PROGRAM PLAN QUALITY SYSTEM
  - g A007 QUALIFIED ASSURANCE PROGRAM PLAN FIRE PREVENTION/HOUSEKEEPING
  - h. A008 QUALIFIED ASSURANCE PROGRAM PLAN PROCESS CONTROL PROCEDURE (PCP)
  - A009 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS
  - J. A010 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS
  - A011 STATUS OF GOVERNMENT FURNISHED EQUIPMENT (GFF)REPORT GOVERNMENT PROPERTY
  - 1 A012 KEY EVENTS SCHEDULE
  - m. A013 PERFORMANCE AND COST REPORT
  - n. A014 WEIGHT AND STABILITY REPORTS FOR IN-SERVICE SURFACE SHIPS
  - B001 LOGISTICS MANAGEMENT INFORMATION PROVISIONING PARTS LIS F (PPL)
  - p. B003 LOGISTICS MANAGEMENT INFORMATION DESIGN CHANGE NOTICE (DCN)
  - g. <u>B004 LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS INTERIN</u> <u>SUPPORT ITEMS LIST (ISIL)</u>
  - T B006 LOGISTICS MANAGEMENT INFORMATION (LMI) COMPONENT IDENTIFICATION DATA FOR ADVANCE RIC

- s. <u>B007 SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION S1 009 49 PROVISIONING TECHNICAL DOCUMENTATION (PTD)</u>
- : B008 LOGISTICS PRODUCT DATA SI 009-21: LOGISTICS AND TECHNICAL DATA
- B009 LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARY DEMAND ONLY TRANSACTION (DHA) REPORT
- v. C001 COMMERCIAL OFF THE SHELF (COTS) EQUIPMENT MANUAL SUPPORT
- W. C002 TECH MANUAL CONTRACT REQUIREMENTS (TMCR) HULL. MECH & ELECTEQUIPMENT TECH MAN REQ SI 009-41: TMCR FOR A TOPICALLY STRUCTURED TECH MANUAL
- The contractor is responsible for all environmental, safety, and other technical requirements provided in specification package SSP-SWRMC-CG65-501-17.
- 4. The Contractor shall provide all Change Order Price Analysis (COPA) proposals in response to Request for Contract Changes (RCC) within three (3) business days. If circumstances arise where the Contractor is unable to submit a COPA within three (3) business days, the Contractor shall notify the Government in writing of the specific circumstances and provide a date in which a COPA will be submitted. The Contractor's timeliness in submitting COPAs in response to RCCs will be evaluated in CPARS and utilized for past performance ratings on future Delivery Orders. Notification of late submission of a COPA does not exempt the Contractor from meeting the three (3) business day requirement, but will be considered by the Government when conducting a CPARS evaluation. The Contractor shall list on the COPA any specific terms and conditions related to completion of the new or growth work to include impact to milestones, sequencing of adjacent work items, and revised completion date for impacted work items. If such items are not listed on the COPA (where applicable), the COPA will not be considered "timely" received. The COPA shall include at a minimum:
  - a. Labor hours to be performed by the Prime Contractor to include the trade and labor hour may
  - b. Material Quote\* (If Applicable)
  - c Subcontractor Quote\*\* (If Applicable)
  - d. Mark-Up
  - \*Material quote shall include the part number, description, unit cost, quantities, total cost, and vendor quotes for each line item.
  - \*\*Subcontractor quotes shall include labor hours, labor rate, material (part number, description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable).

A COPA missing any of the required information listed above will be rejected by the Administrative Contracting Officer/Contract Specialist (ACO/CS) with time continuing to accrue. Once accepted by the ACO/CS, pricing of contractor proposals submitted in response to RCCs shall not expire for a period of less than five (5) business days after submission to the Government to allow sufficient time for evaluation and, if required, negotiations.

- 5 All documentation/reports received after 1400 local time will count as received the following business day for the government and contractor.
- 6 ABATEMENT: Abatement work will be conducted in accordance with NAVSEA Standard Item 000-32.

  Paint abatement will be included as part of pricing for all proposals and is not subject to additional growth.
- FIRE PREVENTION. The Contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual for Fire Prevention and Response (8010 Manual) and NAVSEA Standard Item 009-28. The Contractor will account for required fire drills in the proposed work schedule. For work at the Contractor facility, in addition to 009-28, no additional requirements beyond NAVSEA Standard Item 009-08 will be invoked by Naval Supervisory Authority nor levied by the Contractor for fire protection services. Per NFPA Standard 312. Contractors must use their own standard operating procedure for fire protection services, whether by their own resources or through an existing agreement with local firefighters.

### 8 QUALITY ASSURANCE

- a QUALITY ASSURANCE PROGRAM The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in Standard Item 009-04. In addition to its rights under Clause 252.217-7005, the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.
- b. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) The Contractor shall meet the performance/acceptable quality level requirements for each deliverable/assessment area in the QASP. Attachment J-4. There will be monetary deductions based on unfavorable contractor performance as stated in the QASP. There is no maximum dollar limit to the deductions which can be assessed against the Contractor for failing to meet the performance/acceptable quality level requirements.
- 9. INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS In accordance with Standard Item 009-60, the contractor shall provide cognizant shippard management representation to participate in the weekly progress meeting at the time and location agreed to by the SUPERVISOR. The representative(s) must be authorized to make management decisions relative to the routine requirements of the Job Order that, in good faith, commit the contractor. AIT Managers and/or On-Site Installation Coordinators (OSIC) shall participate and represent respective alteration teams in scheduled weekly progress meetings.
  - a. The contractor shall develop a report listing for each Work Item of the Job Order, the Work Item number, Work Item title, scheduled start date, scheduled completion date, actual start date, and the percentage complete. The report shall address changes to the Key Events and Milestones list and major problems of Work Items, to include negative float, and proposed corrective action. The report shall reflect the addition, deletion, or modification of Work Items. Completed Work Items need not be addressed.
  - b. The contractor shall participate in review conferences at the 25, 50, and 75 percent points in the availability. Data from the most recent submission in accordance with paragraph 3.7.1 of Standard Item 009-60 will be used at the review conferences. Review conferences will be held within two days of the Weekly Progress Meeting or, subject to SUPERVISOR approval, may be held simultaneously with the Weekly Progress Meeting. The conferences will be scheduled at a time and place mutually agreeable to all parties.
- 10 Contractors shall price full compliance with Standard Item 009-72, including waterhorne security, into their price proposed.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0048 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA):

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N00024-16-D-4417 N5523617F4019 Page 9 of 20

Telephone:	(b) (6)
Address	SWRMC 3755 Brinser St, Ste 1, San Diego, CA 92136
For purposes of requisition	ns of Government Furnished Material from the Federal Supply System, the Contractor:
[x] has been as	signed Defense Activity Address Code (DODAAC):
[ ] the Naval Sea and Finance Center (NAF	Systems Command has requested assignment of a DODAAC by the Navy Accounting C).

MCA (Name):

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Section D - Packaging and Marking

See applicable Terms and Conditions included in Contract. N00024-16-D-4417 and filled-in clauses included in attachment J-6.

# CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) 0004- ALTERNATE I (NAVSEA) (APR 2015)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R dated 18 February 2014 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read

THIS ITEM WARRANTED UNDER CONTRACT N00024-16-D-4417. TO CONFORM TO DESIGN, MANUFACTURING. AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR THE USS CHOSIN (CG-65) FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY ADMINISTRATIVE CONTRACTING OFFICER.

# MARKING OF REPORTS (NAVSEA)

#### HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this delivery order shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: \*

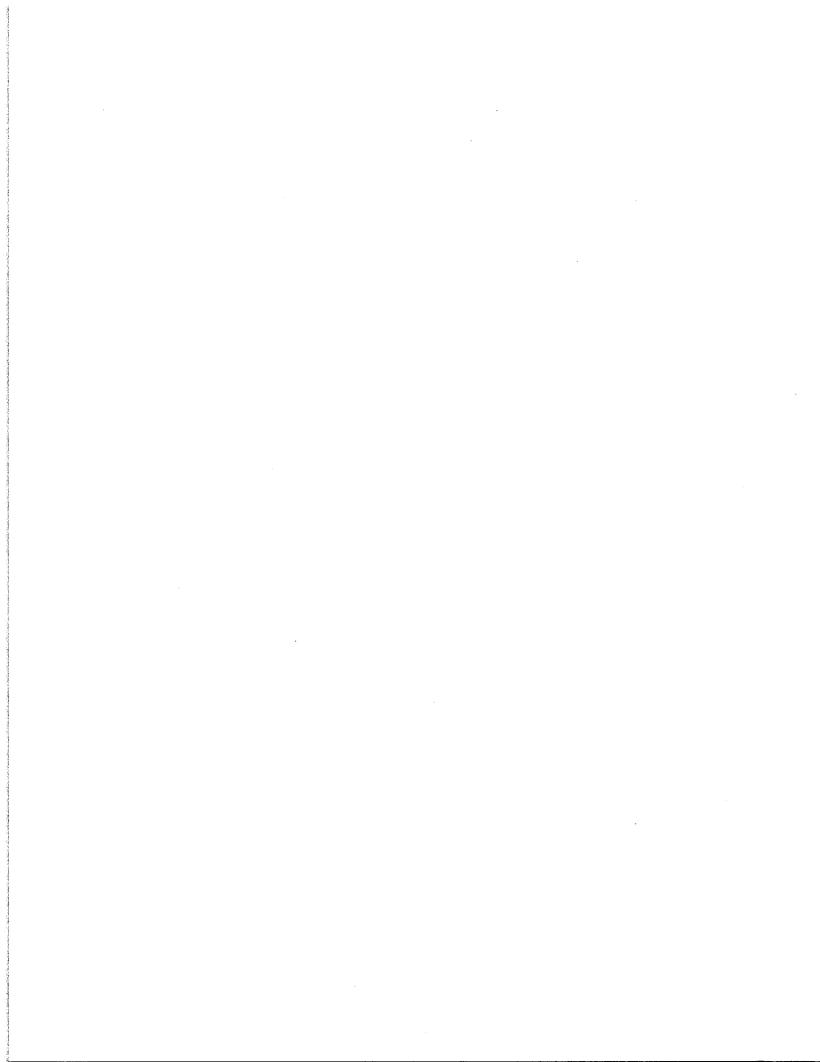
(Name of Individual Sponsor)

Southwest Regional Maintenance Center

(Name of Requiring Activity)

San Diego, CA

(City and State)



### Section E - Inspection and Acceptance

See applicable Terms and Conditions included in contract N00024-16-D-4417 and filled-in clauses included in attachment J-6.

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected accepted at:

CLIN INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0004 N/A	N/A	N/A	N/A
0004AA N/A	N/A	N/A	Government
0004AB_N/A	N/A	N/A	Government
0004AC N A	N/A	N:A	Government
0006 N/A	N/A	N/A	Government

### CLAUSES INCORPORATED BY FULL TEXT

- 52 246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA VARIATION) (MAY 1993)
- (a) Definitions. As used in this clause:
- (1) "Design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product tests,
- (2) "Essential performance requirements" means the operating capabilities and maintenance and reliability characteristics specified in the specification and/or statement of work; "essential performance requirements" does not include performance characteristics that are described as goals or objectives:
- (3) "Alternate source contractor" means a contractor which did not develop the portion of the design requiring redesign;
- (4) A unit shall be considered to have been "manufactured" when it has been accepted by the Government (either finally or conditionally); and
  - (5) "At no additional cost to the United States" means at no increase in contract price
- (b) Notwithstanding inspection and/or acceptance by the Government of the supplies furnished under this contract, any term or condition of this contract concerning the conclusiveness thereof, or any other term or condition of this contract, the Contractor warrants:
  - (1) That line item(s) 0004, will conform to the design and manufacturing requirements of the contract.

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- (2) That line item(s) <u>0004</u>, at the time of acceptance by the Government, will be free from all defects in materials and workmanship; and
  - (3) That line item(s) 0004 will conform to the essential performance requirements of the contract;

provided, however, that with respect to Government-furnished property, the Contractor's above-stated warranties shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's warranties shall extend to such modification or other work.

- (c) The Contractor shall not be responsible under these warranties for any failure of line item(s) 9004 to meet the conditions specified in (b)(1), (b)(2) or (b)(3), above, which is discovered more than 90 days. from the date of acceptance. In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.
- (d) Notwithstanding any other term or condition contained in this contract, in the event of a failure to comply with any of the warranties provided herein, the Contractor shall, at the election of the Government
- (1) Promptly take such action as may be necessary (e.g., repair, replace and or redesign) to correct or, it so directed by the Government, partially correct the defect responsible for the failure at no additional cost to the United States. However, for alternate source contractors, redesign shall not be a remedy available to the Government if the alternate source contractor has not manufactured, at the time of agreement on the price of line item(s) 6004, the first ten percent of the eventual total production quantity anticipated to be acquired from that alternate source contractor.
  - (2) Pay costs reasonably incurred by the United States in taking such correction action; and
  - (3) Provide an equitable adjustment in contract price in lieu of full correction of the failure
- (e) In seeking the remedies specified in (d)(1), (d)(2) or (d)(3) above, the Government may elect to exercise any one or combination of the specified remedies.
- (f) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (c) of this clause and shall run from the date of final acceptance of the corrected or replaced supplies.
- (g) The Contractor shall prepare and furnish to the Government data and reports applicable to any correction required under this clause (including the revision and updating of all affected data called for under this contract) at no additional cost to the United States. If the Contractor fails to prepare and furnish such data and/or reports or should the Government elect no to secure such data from the Contractor or another source, the Contractor shall pay costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment in contract price.
- (h) When items covered by these warranties are returned to the Contractor pursuant to this clause, the Contractor shall pay the transportation costs and bear the risk of loss or damage from the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) to the Contractor's plant and return to said place of delivery.
- (i) The Contractor shall be notified in writing of any breach of the warranties set forth in paragraph (a) above within 45 days after discovery of the breach. The failure of the Contracting Officer to so provide timely notice of the breach, however, shall not diminish the rights the Government would otherwise have under this clause or any other term or condition of this contract

- (j) Notwithstanding any disagreement regarding the existence of a warranty breach, the Contractor shall promptly comply with any partial corrective action. In the event it is later determined that there was no warranty breach, the contract price shall be equitably adjusted.
- (k) The warranty provisions herein of this clause no not cover combat damage, liability for loss, damage, or injury to third parties, or consequential damages.
- (i) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights the Government may have under any other requirement of the contract. Disputes arising under this clause will be resolved in accordance with the clause entitled "DISPUTES" (FAR 52.233-1).
- (m) The failure of the Government to assert its right under this clause with respect to any particular breach or breaches of a warranty provided herein shall not waive or otherwise diminish the Government's rights with respect to any subsequent breach of a warranty.

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# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC : CAGE
0004	N/A	N-A	N/A	N A
0004AA	POP 14-AUG-2017 TO 20-APR-2018	N-A	SWRMC CODE 300 (b) (G) 3755 BRINSER STREET, BLDG 3116,FL1, RM 100K SAN DIEGO CA 92136 (b) (G) FOB: Destination	N55236
0004AB	POP 14-AUG-2017 TO 20-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0004AC	POP 14-AUG-2017 TO 20-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0006	20-APR-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236

## **DELIVERIES OR PERFORMANCE**

1 USS CHOSIN (CG-65) must be delivered, with all awarded Delivery Order RFP 0008 J-2 work package items completed, no later than 20 April 2018. In addition to the delivery order completion date of 20 April 2018, the Government has established execution dates for the following milestones and key events:

EVENT	A+ DAY	DATE	WEEKDAY
START AVAILABILITY	A+1	14-Aug-2017	Monday
AVAILABILITY COMPLETE	A+250	20-Apr-2018	Friday

- 2. If any milestone event is not accomplished by the date provided, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of the contract entitled "DEFAULT" (DFARS 252.217-7009). Contractor failure to meet milestones event dates established in the RFP will be documented in CPARS and utilized for past performance ratings on future Delivery Orders.
- 3 PLACE OF PERFORMANCE. Government facilities are not available for this requirement

### Section G - Contract Administration Data

See applicable Terms and Conditions included in contract N00024-16-D-4417 and filled-in clauses included in Attachment J-6.

#### ACCOUNTING AND APPROPRIATION DATA

AA. 1771810 81CC 257 VU021 0 050120 2D 000000 A00004947925 AMOUNT: (b) (4)

AB 1771804 8B5B 257 VU021 0 050126 2D 000000 A00004023050 AMOUNT: (5) (4)

AC 1771804 8B4B 257 VU021 0 050120 2D 000000 A00004026992

AMOUNT	(b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0004AA	N0002417RX00733	(b) (4)
AB	0004AB	N0002417RX00681	
AC	0004AC	N0002417RX00691	

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252,232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF)

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil following the step-by-step procedures for self-registration available at this Web site.

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- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract order.
- (1) Document type. The Contractor shall use the following document type(s).

# Invoice and Receiving Report Combo (FFP Supply)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection: Destination - N55262; Acceptance; Destination - N55262

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Field Name in WAWF Data to be entered in WAWF ...... Pay Official DoDAAC N68732 N00024 Issue By DoDAAC N55236 Admin DoDAAC N55262 Inspect By DoDAAC N55262 Ship To Code N/A Ship From Code N/A Mark For Code N/A Service Approver (DoDAAC) N55262 Service Acceptor (DoDAAC) N/A Accept at Other DoDAAC N55262 LPO DoDAAC DCAA Auditor DoDAAC 097233 N/A Other DoDAAC(s)

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F. (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Program Manager: (b) (6)

Routing Data Table

Administrative Contracting Officer		

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

### Section H - Special Contract Requirements

See applicable Terms and Conditions included in contract N00024-16-D-4417 and filled in clauses included in Attachment J-6.

#### CLAUSES INCORPORATED BY FULL TEXT

# 5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

### (a) GENERAL

- (1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA). 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste
- (2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA
  - (3) Materials contained in ship systems are not waste until after removal from the system.

# (b) IDENTIFICATION OF HAZARDOUS WASTES

077-11-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

# (c) GENERATOR IDENTIFICATION NUMBERS

- (1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.
- (2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.
- (3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law
- (4) Notwithstanding paragraphs (c)(1) (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the

Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

- (5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52 233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause
- (6) Hazardous Waste Manifests. For wastes described in (e)(2), (e)(3), and (e)(4) above (and (e)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (e)(3) and (e)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (e)(1) above shall be presented to the (See Work Item 077-01-001) for completion after the hazardous waste has been identified.
- (7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify (See Work Item 077-11-001) within 3 business days of receipt of written notification by the State. After obtaining (See Work Item 077-11-001) approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to obtaining (See Work Item 077-11-001) for completion.

Section I - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52 232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY 17. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY17, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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TYPE OF ORDER: This Delivery Order is Firm Fixed Price and will be awarded under CLIN 0004. CLIN 0004 is the offeror's total evaluated price which equals the sum of all work items, inclusive of all base and option items (if applicable), listed in Attachment J-3.

## 2. SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)

- 2.1 The Contractor's fully burdened Ship Repair Labor and Material Burden Rates as provided in submitted proposals will be used for negotiating growth work to be performed under this delivery order. Labor and material burden rates proposed for the delivery order will not exceed ceilings provided in the basic contract.
- 2.2 Proposed Labor and Material Burden Rates:



- OPTION ITEMS: The following work items will be incorporated into the delivery order as option items under CLIN 0004.
  - 3.1 Offerors shall include pricing for all option items under Work-item level breakdown spreadsheet (Attachment J-3). Option items are evaluated as part of total price under CLIN 0004.
  - 3.2 Option items will be included in the integrated work schedules submitted as part of the non-price proposals.

Work Item	Description	Latest Option Exercise Date	A - Date
123-42-001	Well Deck Overhead; preserve	19-Aug-17	A-30
441-90-001	ShipAlt LPD17-81322K, 84167K. Automated Digital Networking System (ADNS) AN/USQ-144K(V)2, Alteration Installation Team (AIT) Support Service; provide	19-Aug-17	A-30
493-90-001	ShipAlt LPD17-76610K, PEOC4I Deployable Rapids Alteration Installation Team (AIT) Support Services: provide	19-Aug-17	A-30
521-11-004	Firemain Check Valve; overhaul	19-Aug-17	A-30
521-11-005	Firemain Control Valve; overhaul	19-Aug-17	A-30
521-21-001	Fire Flushing Pump Overhaul; accomplish	19-Aug-17	A-30
561-11-001	Steering Hydraulic Power Unit (HPU) Main Pump Mechanical Seal; replace	19-Aug-17	A-30
772-21-001	Door Assembly No. One Cargo Weapons Elevator: inspect and repair	19-Aug-17	A-30
980-90-001	ShipAli LPD17-79109K, NAB-Landing Force Modification, Alteration Installation Team (AIT) Support Services; provide	19-Aug-17	A-30
980-90-003	ShipAlt LPD25 79602K, AN/USG-2A Upgrade Alteration Installation Team (AIT) Support Services: provide	19-Aug-17	A-30
980-90-004	ShipAlt LPD25 81399K, BFTT Hardware Build 4.1 Alteration Installation Team Support Services; provide	19-Aug-17	A-30
980-90-006	ShipAlt LPD25 85358K, 84110K, 85472K, Alteration Installation Team (AIT) Support Services; provide	19-Aug-17	A-30

- 2. CDRLS specified under this delivery order will be provided under CLIN 0006. CLIN 0006 is (b) (4)
- 3. The Contractor shall schedule the performance of all items in the USS SOMERSET (LPD 25) SRA work package, including all base and option (if applicable) work items, so as to permit up to a 25% contract scope increase to be performed as "Additional Requirements" (including growth and new work). The Government will track the contract scope increase by calculating the increase in labor hours of growth and new work as a percentage against labor hours proposed in the basic work package. The contractor agrees that these Additional Requirements, if ordered, shall be performed concurrently with the aforementioned work items, during the contract period of performance, without impacting, accelerating, or causing delay or disruption to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

The "Additional Requirements", if required, shall be ordered during the contract period of performance, as may be modified, on the following schedule:

- No more than 75% of the awarded labor hours (including subcontractor hours) following the 25% point of the availability.
- No more than 50% of the awarded labor hours (including subcontractor hours) following the 50% point of the availability.
- No more than 25% of the awarded labor hours (including subcontractor hours) following the 75% point of the availability.

TLEM NO CLIN Number 0004 SUPPLIES/SERVICES FFP DOs OPT PERIOD 1

**OUANTITY UNIT** 

**UNIT PRICE** 

AMOUNT (b) (4)

FFP

RFP 0001 AND ALL AMENDMENTS ARE INCORPORATED BY REFERENCE. Proposal dated June 22, 2017; Serial LPD25/DA/18-0177, General Dynamics NASSCO ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED AVAILABILITIES AND/OR EMERGENT MAINTENANCE, MODERNIZATION AND REPAIR.

SEE NOTES INDICATED BELOW IN SECTION B.

PURCHASE REQUEST NUMBER: N5526217RQD0263



ITEM NO

SUPPLIES/SERVICES USS SOMERSET FY17 TYCOM QUANTITY UNIT

UNIT PRICE

AMOUNT

Number 0004AA

FFP

Basic Work Item

FFP

USS SOMERSET (LPD25) FY17 SRA

FOB: Destination

MILSTRIP: N5526217RQD0263

**NET AMT** 

(0) (-)

ACRN AA

CIN: N5526217RQD02630004AA

ITEM NO CLIN Number

SUPPLIES/SERVICES USS SOMERSET FY17 SRA

QUANTITY

UNIT Lot UNIT PRICE

AMOUN

0004AB FFP

USS SOMERSET FY17 SRA NAVSEA Basic work items

WIs 241-90-001; 623-90-001, & 772-90-001

FOB: Destination

MILSTRIP: N0002417RX00665

**NET AMT** 

(4) (4)

ACRN AB

CIN: N0002417RX006650004AB

· 10/ 13/

ITEM NO CLIN Number 0004AC	SUPPLIES SERVICES USS SOMERSET FY17 SRA FFP	QUANTITY 1	UNIT Lot	UNIT PRICE (b) (4)	AMOUNT (b) (4)
OPTION	USS SOMERSET FY17 SRA NAVSEA OF W1 980-90-006 SWAN FOB: Destination	otion Item			
				NET AMT	(a) (d)
ITEM NO CLIN Number 0004AD	SUPPLIES SERVICES USS SOMERSET FY17 SRA FFP	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT (a) (d)
OPTION	USS SOMERSET FY17 SRA NAVSEA O WI 980-90-004 Hardware Build 4.1 FOB: Destination	ption Item			
				NET AMT	(b) (4)

N00024-16-D-4421 N5523617F6001 Page 6 of 22

ITEM NO SUPPLIES: SERVICES QUANTITY UNIT **UNIT PRICE** AMOUNT CLIN USS SOMERSET FY17 SRA 1 Lot (6) (4) Number 0004AE **FFP** OPTION USS SOMERSET FY17 SRA NAVSEA Option Item WI 980-90-003 - Upgrade to AN/USG-2B FOB: Destination NET AMT ITEM NO SUPPLIES SERVICES **QUANTITY** UNIT UNIT PRICE AMOUNT CLIN USS SOMERSET FY17 SRA I Lot 01(4) Number 0004AF FFP OPTION USS SOMERSET FY17 SRA NAVSEA Option Item WI 980-90-001 ShipALT AIT Support Services FOB: Destination **NET AMT** 

N00024-16-D-4421 N5523617F6001 Page 7 of 22

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT CLIN CDRLS 1 Lot D) (4)
Number

AS APPLICABLE, THE CONTRACTOR SHALL MEET THE REQUIREMENTS OUTLINED IN THE CONTRACT DATA REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A, B AND C. SEE NOTES INDICATED BELOW IN SECTION B. THIS IS A 
FOB: Destination

FFP

0006

NET AMT

### Section C - Descriptions and Specifications

### SMALL BUSINESS SUBCONTRACTING PLAN

NASSCO's Subcontracting Plan is hereby incorporated and made a material part of this contract IAW FAR 19.705-5(a)(5).

1. <u>DESCRIPTION</u>: Item 0004: The Contractor shall prepare for and accomplish maintenance, modernization and repair to the USS SOMERSET (LPD 25) during the Selected Restricted Availability (SRA) in accordance with Attachment J-1: Work Item Specification Package No. SSP TPPC-LPD25-SWRMC17-CN01, Attachment J-2: Plans, Drawings and Other Documentation Referenced in the Conformed Specification Package No. SSP TPPC-LPD25-SWRMC17-CN01, and the applicable terms and conditions of contracts N00024-16-D-4419, N00024-16-D-4420, N00024-16-D-4421 and this delivery order. The base items are those work items labeled as base items in Attachment J-3.

Category I NAVSEA FY17 Change 2 Standard Items are applicable to all items without further reference. Category II NAVSEA FY17 Change 2 Standard Items are applicable when invoked and/or referenced in individual work items specified in Attachment J-1.

NAVSEA Standard items may be found at:

http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC.aspx

- CONTRACT DATA REQUIREMENTS LIST (CDRLs) FOR ITEM 0004: The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A, B and C attached to the basic contract. The specific CDRLs required to be provided are as follows:
  - a. A001 SMALL BUSINESS SUBCONTRACTORS REPORT
  - b. A002 CONDITION FOUND REPORT (CFR)
  - c. A003 REQUEST FOR CONTRACT CHANGE (RCC) REPORT
  - d. A004 LIAISON ACTION REQUEST
  - e. A005 PURCHASE ORDER (PO)
  - f. A006 QUALIFIED ASSURANCE PROGRAM PLAN QUALITY SYSTEM
  - g. A007 QUALIFIED ASSURANCE PROGRAM PLAN FIRE PREVENTION/HOUSEKEEPING
  - h. A008 QUALIFIED ASSURANCE PROGRAM PLAN PROCESS CONTROL PROCEDURE (PCP)
  - i. A009 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS
  - A010 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS
  - k. A011 STATUS OF GOVERNMENT FURNISHED EQUIPMENT (GFE)REPORT GOVERNMENT PROPERTY
  - A012 KEY EVENTS SCHEDULE
  - m. A013 PERFORMANCE AND COST REPORT
  - n. A014 WEIGHT AND STABILITY REPORTS FOR IN-SERVICE SURFACE SHIPS
  - o. B001 LOGISTICS MANAGEMENT INFORMATION PROVISIONING PARTS LIST (PPL)
  - p. <u>B003 LOGISTICS MANAGEMENT INFORMATION DESIGN CHANGE NOTICE (DCN)</u>
  - q. <u>B004 LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS INTERIN SUPPORT ITEMS LIST (ISIL)</u>
  - r. <u>B006 LOGISTICS MANAGEMENT INFORMATION (LMI) COMPONENT IDENTIFICATION DATA FOR ADVANCE RIC</u>
  - s. <u>B007 SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION SI 009-19: PROVISIONING TECHNICAL DOCUMENTATION (PTD)</u>
  - t. <u>B008 LOGISTICS PRODUCT DATA SI 009-21: LOGISTICS AND TECHNICAL DATA</u>
  - u. <u>B009 LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARY DEMAND ONLY TRANSACTION (DHA) REPORT</u>

- v. C001 COMMERCIAL OFF THE SHELF (COTS) EQUIPMENT MANUAL SUPPORT
- w. C002 TECH MANUAL CONTRACT REQUIREMENTS (TMCR) HULL, MECH & ELEC EQUIPMENT TECH MAN REO SI 009-41: TMCR FOR A TOPICALLY STRUCTURED TECH MANUAL
- 3. The contractor is responsible for all environmental, safety and other technical type requirements provided in specification package SSP: TPPC-LPD25-SWRMC17-CN01.
- 4. The contractor shall provide all Change Order Price Analysis (COPA) proposals in response to Request for Contract Changes (RCC) within three business days. If circumstances arise where the contractor is unable to submit a COPA within three business days, the contractor shall notify the Government in writing of the specific circumstances and provide a date in which a COPA will be submitted. The contractor's timeliness in submitting COPAs in response to RCCs will be evaluated in CPARS and utilized for past performance ratings on future Delivery Orders. Notification of late submission of COPA does not exempt the contractor from meeting the three business day requirement, but will be considered by the Government when conducting a CPARS evaluation. The contractor shall list on the COPA any specific terms and conditions related to completion of the new or growth work to include impact to milestones, sequencing of adjacent work items, and revised completion date for impacted work items. If such items are not listed on the COPA (where applicable), the COPA will not be considered "timely" received. The COPA shall include at a minimum:
  - a. Labor hours to be performed by the Prime Contractor to include the trade and labor hour mix
  - b. Material Quote\* (If Applicable)
  - c. Subcontractor Quote\*\* (If Applicable)
  - d. Mark-Up
    - \*Material quote shall include the part number, description, unit cost, quantities, total cost, and vendor quotes for each line item
    - \*\*Subcontractor quotes shall include labor hours, labor rate, material (part number. description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable)

A COPA missing any of the required information listed above will be rejected by the Administrative Contracting Officer/Contract Specialist (ACO/CS) with time continuing to accrue. Once accepted by the ACO/CS, pricing of contractor proposals submitted in response to RCCs shall not expire for a period of less than two business days after submission to the Government to allow sufficient time for evaluation and, if required, negotiations.

- 5. All documentation/reports received after 1400 PST will count as received the following business day for the government and contractor.
- 6. ABATEMENT: Abatement work will be conducted in accordance with NAVSEA Standard Item 009-32.

  Paint abatement will be included as part of pricing for all proposals and is not subject to additional growth.
- 7. MILESTONES FOR CERTAIN REPORTS: The contractor shall complete the necessary work associated with the following reports and submit to the Government the required reports in the necessary format and containing the required information as specified in the Work Item no later than A+58:

Work Item	Description	Report Paragraph Number	Report Type
123-14-001	Water Mist Fire Extinguishing Storage Tank; preserve	3.2	Notification
123-14-002	Potable Water Tank: preserve	3.2	Notification
123-14-003	Ship Service Diesel Generator Jacket Water Holding Tank; preserve	3.2	Notification

Work Item	Description	Report Paragraph Number	Report Type
123-14-004	Main Propulsion Diesel Engine (MPDE) Jacket Water Holding Tank; preserve		Notification
123-19-001	Vacuum, Collection, Holding and Transfer (VCHT) Tanks; preserve	3.2	Notification
123-42-001	Well Deck Overhead; preserve	3.1.1, 3.3.2	Visual, Pre- Optest
233-11-002	Main Propulsion Diesel Engine (MPDE) Intercooler; clean and inspect	3.3.1	Visual, Conditions Found
242-11-003	Main Propulsion Diesel Engine (MPDE) No. 1A, Flexible Coupling; replace	3.1.1, 3.2	009-90, 009- 09
242-11-004	Main Propulsion Diesel Engine (MPDE) No. 1B Flexible Coupling; replace	3.1.1, 3.2	009-90, 009- 09
242-12-003	Main Propulsion Diesel Engine (MPDE) No. 2A Flexible Coupling; replace	3.1.1, 3.2	009-90, 009- 09
242-12-004	Main Propulsion Diesel Engine (MPDE) No. 2B Flexible Coupling; replace	3.1.1, 3.2	009-90, 009- 09
245-12-001	Controllable Pitch Propeller (CPP) Motor Driven Pump Mechanical Seal; replace	3.2.3.1	Visual
259-15-001	Ship Service Diesel Generator (SSDG) No. 5 Uptakes Exhaust Piping; align	3.1.2	Visual
311-23-001	Align Ship Service Diesel Generator (SSDG) Auxiliary Snubbers; accomplish	3.2.6.3	Visual
514-11-001	Chilled Water Expansion Tank; clean and inspect	3.2	Visual
514-26-001	Number 6 Air Conditioning Plant; overhaul	3.1, 3.3	009-90, Pre- Optest
514-27-001	Number 2 Air Conditioning Plant; overhaul	3.1, 3.3	009-90, Pre- Optest
521-11-001	Seawater Piping; replace	3.2.1	Sketch
526-11-003	Weather Deck Drain; repair	3.1	Pre-Optest
529-11-001	Teleflex Remote Operator; replace	3.1	009-90
536-11-003	JW Keepwarm Pump No. 2A and 2B Mechanical Seal; replace	3.2.3	Visual
536-11-004	JW Keepwarm Pump No. 1B Mechanical Seal; replace	3.2.3	Visual
561-11-001	Steering Hydraulic Power Unit (HPU) Main Pump Mechanical Seal; replace	3.1	Visual
593-11-001	Vacuum Collection, Holding and Transfer (VCHT) System Hydroblast; accomplish	3.1	009-09

Work Item	Description	Report Paragraph Number	Report Type
631-21-001	Advanced Enclosed Mast/Sensor (AEM/S) Mast; preserve	3.1	Visual
631-21-002	Panel, SLQ-32 Platform; preserve	3.3	Visual
634-11-001	Deck Covering, Nonskid; replace	3.1, 3.3	Visual, Pre- Optest
634-11-002	Deck Coating, Magnesite: replace	3.1, 3.2	Visual, Pre- Optest
634-11-004	Forecastle, Deck Covering, Non-Skid: replace	3.1, 3.3	Pre-Optest
634-11-005	Batter Board Assembly: repair	3.1	Visual
634-21-001	Flight Deck Nonskid; replace	3.1, 3.2, 3.3, 3.4	Pre-Optest, Sketch
644-11-001	Water Closet Door; repair	3.1	Visual
772-21-001	Door Assembly No. One Cargo Weapons Elevator: inspect and repair	3.1	Pre-Optest
992-31-001	Cleaning and Pumping (preservation support); accomplish	3.1.3	Liquid Qty
992-31-002	Cleaning and Pumping (industrial and machinery spaces support); accomplish	3.3	Off-Load
993-31-001	Waveguide and Transmission Line Dry Air Lay-Up; accomplish	3.3	Op-Test
993-31-002	Temporary Deck Covering; install	3.1	Visual

- 8. FIRE PREVENTION: The contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual for Fire Prevention and Response (8010 Manual) and NAVSEA Standard Item 009-08. The contractor will account for required fire drills in the proposed work schedule.
- 9. INTERMEDIATE-LEVEL (I-LEVEL) AND SHIPS FORCE LEVEL (O-LEVEL) WORK SCHEDULES: The Contractor shall integrate both I-level and O-level work schedules into the Integrated Production Schedule (IPS) in accordance with NAVSEA Standard Item 009-60. Attachment J-8 is provided as Government Furnished Information (GFI) as the NOTIONAL I-level work schedule; work contained within that document will be included as part of the pricing for all proposals and is not subject to additional growth. Final I-level and O-level work schedules will be furnished as GFI 60 days prior to start of availability; new requirements identified in those documents shall be subject to additional growth where practicable but must be identified by the contractor prior to start of availability to be considered.

#### 10. QUALITY ASSURANCE

a. QUALITY ASSURANCE PROGRAM - The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in Standard Item 009-04. In addition to its rights under Clause 252.217-7005, the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.

- b. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) The Contractor shall meet the performance/acceptable quality level requirements for each deliverable/assessment area in the QASP, Attachment J-4. There will be monetary deductions based on unfavorable contractor performance as stated in the QASP. There is no maximum dollar limit to the deductions which can be assessed against the Contractor for failing to meet the performance/acceptable quality level requirements.
- 11. INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS In accordance with Standard Item 009-60, the contractor shall provide cognizant shipyard management representation to participate in the weekly progress meeting at the time and location agreed to by the SUPERVISOR. The representative(s) must be authorized to make management decisions relative to the routine requirements of the Job Order that, in good faith, commit the contractor. AIT Managers and/or On-Site Installation Coordinators (OSIC) shall participate and represent respective alteration teams in scheduled weekly progress meetings.
  - a. The contractor shall develop a report listing for each Work Item of the Job Order, the Work Item number, Work Item title, scheduled start date, scheduled completion date, actual start date, and the percentage complete. The report shall address changes to the Key Events and Milestones list and major problems of Work Items, to include negative float, and proposed corrective action. The report shall reflect the addition, deletion, or modification of Work Items. Completed Work Items need not be addressed.
  - b. The contractor shall participate in review conferences at the 25, 50, and 75 percent points in the availability. Data from the most recent submission in accordance with paragraph 3.7.1 of Standard Item 009-60 will be used at the review conferences. Review conferences will be held within two days of the Weekly Progress Meeting or, subject to SUPERVISOR approval, may be held simultaneously with the Weekly Progress Meeting. The conferences will be scheduled at a time and place mutually agreeable to all parties.
  - c. The contractor shall:
    - i. Be prepared to discuss planned production manning versus actual production manning by total, trades, and subcontractors.
    - ii. Identify known factors that may affect Key Events, Milestones and the contract completion. Provide recommended courses of action to resolve problem areas.
    - iii. Provide the SUPERVISOR with the status of open and inspect reports and be prepared to discuss possible impact of growth work in these items at the 25 percent review conference.
    - iv. Provide the SUPERVISOR with the following information for the 50 percent review conference:
    - v. A machinery reinstallation plan showing projected dates for installing the equipment on the foundation, hook-up of the equipment, and operational tests of the equipment.
    - vi. A valve status list showing projected completion and reinstallation dates.
    - vii. A list of items required for the next Key Event and Production Completion Date (PCD) that are not complete. Annotate those items on the list that may be in jeopardy of completing by the next Key Event and PCD.
  - d. The contractor shall provide the SUPERVISOR with one legible copy, in approved transferrable media, of a test schedule for all planned underway equipment and system testing to the SUPERVISOR to support the 75 percent review conference. Additionally, the contractor shall submit the following reports as listed in Adobe Acrobat (.pdf), Microsoft Excel (.xls), or Microsoft Word (.doc) compatible media as per Table 2 and Table 3 of Standard Item 009-60.
- e. The contractor shall provide cognizant shipyard management representative(s) to participate in the weekly tank status meetings at the time and location agreed to by the SUPERVISOR. The representative must be authorized to make management decisions relative to work items 992-31-001 Cleaning and Pumping (preservation support); accomplish and 992-31-002 Cleaning and Pumping (industrial and machinery spaces support); accomplish of the Job Order that, in good faith, commit the contractor. Develop a report

and present to the SUPERVISOR and designated meeting attendees listing the status each tank or void, to include scheduled open date, scheduled close date, actual open date, actual close date and all associated government check point completions associated with work items 992-31-001 and 992-31-002. Meetings will start during the second week of the availability and continue until all tanks have completed final closeout inspection or directed by the supervisor.

#### CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0048 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA):

MCA (Name):	01.0)	
Telephone:	(n) (5)	
Address:	<b>SWRMC 3755</b>	Brinser St, STE 1. San Diego, CA 92136

For purposes of requisitions of Government Furnished Material from the Federal Supply System, the Contractor:

[x] has been assigned Defense Activity Address Code (DODAAC)

[ ] the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

# HQ D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) 0004 - ALTERNATE I (NAVSEA) (APR 2015)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R dated 18 February 2014 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be casily readable by personnel. The warranty notification shall read:

> THIS ITEM WARRANTED UNDER CONTRACT N00024-16-D-4421 TO CONFORM TO DESIGN, MANUFACTURING. AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS SOMERSET (LPD-25) FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY ADMINISTRATIVE CONTRACTING OFFICER.

## HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded (5) sponsor:

(Name of Individual Sponsor) Southwest Regional Maintenance Center (Name of Requiring Activity) San Diego, CA (City and State)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0004	N/A	N/A	N/A	N/A
0004AA	Destination	Government	Destination	Government
0004AB	3 Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government
0004AE	Destination	Government	Destination	Government
0004AF	Destination	Government	Destination	Government
0006	N/A	N/A	N/A	Government

### Section F - Deliveries or Performance

1. USS SOMERSET (LPD 25) must be delivered, mission-ready, no later than 13 April 2018. In addition to the delivery order completion date of 13 April 2018, the Government has established execution dates for the following milestones and key events:

EVENT	A+ DAY	DATE	WEEKDAY
START AVAILABILITY	A+0	18-Sep-17	Monday
SHIP MOVES TO CONTRACTOR FACILITY	A+16	03-Oct-17	Tuesday
20% OPEN & INSPECT REPORT COMPLETE	A+60	16-Nov-17	Thursday
25% CONFERENCE	A+66	22-Nov-17	Wednesday
50% CONFERENCE	A+121	17-Jan-18	Wednesday
COMBAT SYSTEMS PCD	A+151	16-Feb-18	Friday
CREW MOVE ABOARD	A+161	26-Feb-18	Monday
COMBAT SYSTEMS LIGHT OFF	A+168	05-Mar-18	Monday
75% CONFERENCE	A+184	21-Mar-18	Wednesday
PCD	A+203	09-Apr-18	Monday
DCMA	A+210	16-Apr-18	Monday
MOCK LOA	A+217	23-Apr-18	Monday
LOA	A+224	30-Apr-18	Monday
DOCK TRIALS	A+227	04-May-18	Friday
FAST CRUISE	A+228	05-May-18	Saturday
SEA TRIALS	A+232	08-May-18	Tuesday
SEA TRIAL CORRECTION	A+238	14-May-18	Monday
COMPLETE AVAIL	A+242	18-May-18	Friday
CNO COMPLETE	A+242	18-May-18	Friday

- 2. If any milestone event is not accomplished by the date provided, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of the contract entitled "DEFAULT" (DFARS 252.217-7009). Contractor's failure to meet milestones event dates established in the DO RFP will be documented in CPARS and utilized for past performance ratings on future Delivery Orders.
- 3. PLACE OF PERFORMANCE: Contractor facility. Government facilities are not available for this requirement.

#### **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC CAGE
0004	$N^{\ell}A$	N/A	N/A	N/A
0004AA	POP 18-SEP-2017 TO 18-MAY-2018	N A	SWRMC CODE 300.  B) (b)  3755 BRINSER STREET, BLDG 3116.FL1. RM 100K SAN DIEGO CA 92136  G1 (b)  FOB: Destination	N55236
0004AB	POP 18-SEP-2017 TO 18-MAY-2018	NA	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
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#### CLAUSES INCORPORATED BY FULL TEXT

# 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$157,772 per calendar day of delay. The liquidated damages shall not exceed 10% of the initial delivery order price.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

#### Section G - Contract Administration Data

#### ACCOUNTING AND APPROPRIATION DATA

AA: 1771804 70BA 257 55262 R 068688 2D QD0263 552627019N4P N5526217RQD0263 AMOUNT

AB: 1771804 8B5B 253 VU021 0 050120 2D 000000 A00004018288 N0002417RX00665 AMOUNT

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#### CLAUSES INCORPORATED BY FULL TEXT

#### 252,232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wwwf.eb.mil.
- (e) WAWF methods of document submission. Document submissions may be via Web entry. Electronic Data Interchange, or File Transfer Protocol.

- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract order:
- (1) Document type. The Contractor shall use the following document type(s).

#### Invoice and Receiving Report Combo (FFP Supply)

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection: Destination - N55262; Acceptance: Destination - N55262

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF		
Pay Official DoDAAC	N68732		
Issue By DoDAAC	N55236		
Admin DoDAAC	N55236		
Inspect By DoDAAC	N55262		
Ship To Code	N55262		
Ship From Code	N/A		
Mark For Code	N/A		
Service Approver (DoDAAC)	N55262		
Service Acceptor (DoDAAC)	N55262		
Accept at Other DoDAAC	N/A		
LPO DoDAAC	N55236		
DCAA Auditor DoDAAC		(Offeror to complete	
Other DoDAAC(s)	N/A		

- (\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to acceptance locations apply, or "Not applicable.")
- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F. (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Program Manager: (b) (c)
Administrative Contracting Officer: (b) (c)

Contract Specialist	(b) (b)		
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(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

 SWRMC WAWF POC: (2) (4)
 or (5) (6)

 NAVSEA WAWF POC: (2) (6)
 or (5) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section I - Contract Clauses

#### CLAUSES INCORPORATED BY FULL TEXT

## 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Options shall be exercised, if at all, by written notice(s) signed by the Contracting Officer and sent within the times specified below:

#### ITEM(S) LATEST OPTION EXERCISE DATE

See Option Item schedule and latest option exercise dates in Section B. (End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY 17. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY 17, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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	erm 1155, DEC 2001			Ī	1	SOUTHINE	~3		ł		

## Section B - Supplies or Services and Prices

ITEM NO

SUPPLIES/SERVICES

QUANTITY UNIT UNIT PRICE

AMOUNT

CLIN

FFP DOs OPT PERIOD 1

Number 0004

**FFP** 

EXERCISED ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED

AVAILABILITIES AND/OR EMERGENT MAINTENANCE, MODERNIZATION

AND REPAIR.

SEE NOTES INDICATED BELOW IN SECTION B.

PURCHASE REQUEST NUMBER: DORFP0028PINCKNEYSRA

**NET AMT** 

N00024-16-D-4418 N5523618F5030 Page 3 of 47

ITEM NO	SUPPLIES/SERVICES		UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number		QUANTITY 1	Lot	b) (4)	(b) (4)
000444					

USS PINCKNEY (DDG 91) TYCOM

FFP

USS PINCKNEY (DDG 91) FY18 SRA, TYCOM Basic Work Items less NAVSEA 992-11-006 (temp. services) prorations for Work Items 463-90-002 and 980-90-010

FFP

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination

MAX
NET AMT

ACRN BA

CIN: N5526218RQD0133

MAX AMOUNT **UNIT PRICE** UNIT SUPPLIES/SERVICES MAX ITEM NO QUANTITY  $(b)(\neg)$ 0)(4) Lot 1 CLIN Number 0004AB USS PINCKNEY (DDG 91) HABITABILITY USS PINCKNEY (DDG 91) FY18 SRA, TYCOM Habitability Work Item 643-11-001 FFP NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination MAX **NET AMT** ACRN BB CIN: N5526218RQD0138 MAX AMOUNT **UNIT PRICE** UNIT MAX SUPPLIES/SERVICES ITEM NO QUANTITY 0)(4) Lot 1 CLIN Number 0004BA USS PINCKNEY (DDG 91) NAVSEA OMN FFP USS PINCKNEY (DDG 91) FY18 SRA, NAVSEA Work Item 264-90-001 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination MAX **NET AMT** 

ACRN CA

CIN: N0002418RX00222

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

CLIN

Number

1 Lot (5) (4)

(6) (4)

USS PINCKNEY (DDG 91) NAVSEA OPN

USS PINCKNEY (DDG 91) FY18 SRA, NAVSEA Work Item 463-90-002 and 992-11-006 proration for Work Item 463-90-002 FFP

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination

MAX NET AMT

ACRN CB CIN: N0002418RX00147

(0)(4)

MAX AMOUNT

UNIT PRICE UNIT MAX SUPPLIES/SERVICES ITEM NO **OUANTITY** 12) (4) (b)(4)Lot 1 CLIN Number 0004BC USS PINCKNEY (DDG 91) NAVSEA OPN FFP USS PINCKNEY (DDG 91) FY18 SRA, NAVSEA Work Item 980-90-002 **FFP** NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination (D) (m) MAX **NET AMT** ACRN CC CIN: N0002418RX00158 MAX AMOUNT UNIT PRICE MAX UNIT SUPPLIES/SERVICES ITEM NO QUANTITY 1 Lot CLIN Number 0004BD USS PINCKNEY (DDG 91) NAVSEA OPN USS PINCKNEY (DDG 91) FY18 SRA, NAVSEA Work Items 980-90-003; 980-90-010; and 992-11-008, and provide 992-11-006 proration for WI 980-90-010 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination MAX **NET AMT** 

ACRN CD

CIN: N0002418RX00201

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

CLIN

Number

0004BE

MAX OUNIT PRICE

MAX AMOUNT

(5) (4)

USS PINCKNEY (DDG 91) NAVSEA OPN

FFF

USS PINCKNEY (DDG 91) FY18 SRA, NAVSEA Work Items 980-90-007 and 980-90-009

FFP

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination

MAX

NET AMT

ACRN CE

CIN: N6339418RX00029

N00024-16-D-4418 N5523618F5030 Page 8 of 47

MAX AMOUNT UNIT UNIT PRICE MAX SUPPLIES/SERVICES ITEM NO QUANTITY (D)(4).b) (-i) 1 Lot CLIN Number 0004BF USS PINCKNEY (DDG 91) NAVSEA OMN FFP USS PINCKNEY (DDG 91) FY18 SRA, NAVSEA Work Item 980-90-014 **FFP** NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination  $\{\leftarrow\}\{G\}$ MAX **NET AMT** 137 (24) ACRN CF CIN: N0002418RX00149 MAX AMOUNT UNIT PRICE UNIT SUPPLIES/SERVICES MAX ITEM NO **OUANTITY** Lot 1 CLIN Number 0004BG USS PINCKNEY (DDG 91) NAVSEA OPTION OPTION USS PINCKNEY (DDG 91) FY18 SRA, NAVSEA OPTION Work Item 980-90-004 FFP NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination w/14) MAX **NET AMT** 

IIEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
CLIN Number 0004BH		1	Lot	(b) (4)	(b) (4)
OPTION	USS PINCKNEY (DDG FFP USS PINCKNEY (DDG 008			ON Work Item 980-90-	
	FFP NOTE: The requirements Valuation, are applicable unique identification or a FOB: Destination	for this line item.	The contracto	r shall provide DoD	
	·			MAX NET AMT	/b) (J)
ITEM NO CLIN Number 0004BJ	SUPPLIES/SERVICES	MAX QUANTITY 1	UNIT Lot	UNIT PRICE	MAX AMOUNT
OPTION	USS PINCKNEY (DDG 9 FFP USS PINCKNEY (DDG 9 012 FFP NOTE: The requirements i Valuation, are applicable fi unique identification or a E FOB: Destination	1) FY18 SRA, NA n DFARS 252.211 or this line item. 1	VSEA OPTIC	lentification and	
				MAX NET AMT	(b) (4)

ITEM NO SUPPLIES/SERVICES

MAX QUANTITY UNIT

UNIT PRICE

MAX AMOUNT

CLIN

Number 0004BK 1

Lot

(4)

(0) (4)

OPTION

USS PINCKNEY (DDG 91) NAVSEA OPTION

FFP

USS PINCKNEY (DDG 91) FY18 SRA, NAVSEA OPTION Work Item 980-90-

013 FFP

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

MAX NET AMT 0) 14)

N00024-16-D-4418 N5523618F5030 Page 11 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** CLIN 1 Lot (b) (4) Number 0004CA USS PINCKNEY (DDG 91) SPAWAR OMN USS PINCKNEY (DDG 91) FY18 SRA, SPAWAR Work Item 415-90-006 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination MAX (b)(4)**NET AMT** ACRN AA CIN: N6600118RX00013 ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY **CLIN** 1 Lot 0)(4) (b)(4)Number 0004CB OPTION USS PINCKNEY (DDG 91) SPAWAR OPTION FFP USS PINCKNEY (DDG 91) FY18 SRA, SPAWAR OPTION Work Item 980-90-001 FFP NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination MAX **NET AMT** 

N00024-16-D-4418 N5523618F5030 Page 12 of 47

MAX AMOUNT UNIT UNIT PRICE MAX SUPPLIES/SERVICES ITEM NO QUANTITY (1) (-1) 1 Lot CLIN Number 0004CC USS PINCKNEY (DDG 91) SPAWAR OPTION OPTION FFP USS PINCKNEY (DDG 91) FY18 SRA, SPAWAR OPTION Work Item 980-90-001 **FFP** NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination MAX

**NET AMT** 

N00024-16-D-4418 N5523618F5030 Page 13 of 47

ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

UNIT PRICE

MAX AMOUNT

CLIN Number 0006

**QUANTITY** 1

Lot

**CDRLs** FFP **FFP** 

AS APPLICABLE, THE CONTRACTOR SHALL MEET THE REQUIREMENTS OUTLINED IN THE CONTRACT DATA REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A,B, AND C. SEE NOTES INDICATED BELOW IN SECTION B. THIS IS (6) PRICED CLIN. DELIVERY ORDER NUMBER:

N5523618F5030

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination

> MAX NET AMT

- 1. TYPE OF ORDER: This Delivery Order is Firm-Fixed-Price and is awarded under CLIN 0004. CLIN 0004 is the offeror's total evaluated price which equals the sum of all work items, inclusive of all base and option items (if applicable), listed in attachment J-2.
- 2. SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)
  - 2.1 The Contractor's fully burdened Ship Repair Labor and Material Burden Rates as provided in submitted proposals will be used for negotiating growth work to be performed under this delivery order. Labor and material burden rates proposed for the Delivery Order will not exceed ceilings provided in the basic contract.
  - 2.2 Proposed Labor and Material Burden Rates:

Labor: (2) (4)

Material:

- 3. OPTION ITEMS: The following Work Items are incorporated into the Delivery Order as option items under CLIN 0004.
  - 3.1 Pricing for all option items is included under Work Item level breakdown spreadsheet (attachment J-2). Option items were evaluated as part of total price under CLIN 0004.
  - 3.2 Option items are included in the integrated work schedules submitted as part of the Non-Price proposal.

Work Item	Title	Latest Exercise Option Date	A - Date
980-90-001	ShipAlt DDG51-87402K SSEE INC F AS4293A Upgrade, Alteration Install Team (AIT) Support Service; provide	13-Jan-18	A-30
980-90-004	OrdAlt 83135K Close In Weapon System (CIWS) Cable Reliability Improvements, Alteration Installation Team (AIT) Support Service; provide	23-Jan-18	A-20
980-90-005	ShipAlt DDG51-85030K, Global Broadcasting Service (GBS) Below Deck Rack, Alteration Installation Team (AIT) Support Service; provide	13-Jan-18	A-30
980-90-008	ShipAlt 79719K AN/SRQ-4 Alteration Installation Team (AIT) Support Service; provide	23-Jan-18	A-20
980-90-012	DDG51 Class MK45 OrdAlts 70078, 70227, 70289, 70920, 70921, 77862, 83489, Alteration Installation Team (AIT) Support Service; provide	23-Jan-18	A-20
980-90-013	ShipAlt DDG51-86938K, S-IBS Technical Refresh Upgrade, Alteration Installation Team (AIT) Support Service; provide	23-Jan-18	A-20

4. CDRLS specified under this Delivery Order will be provided under CLIN 0006. CLIN 0006 is

5. PRICING: The break-down for pricing of base work items under this Delivery Order is as follows:

po#	SCLIN	ACRN	WORK PERM	DESCRIPTION	ATOTAL:
N5523618F5030	0004AA	ВА	TYCOM BASE	TYCOM BASE LESS NAVSEA PRORATIONS FOR 992-11-006	97.5.
N5523618F5030	0004AA	ВА		LESS NAVSEA 992-11-006 PRORATION FOR 463-90-002	
N5523618F5030	0004AA	BA		LESS NAVSEA 992-11-006 PRORATION FOR 980-90-010	
N5523618F5030				Sub Total:	
N5523618F5030	0004AB	BB	643-11-001	TYCOM HAB	
N5523618F5030				Sub Total:	
N5523618F5030	0004BA	CA	264-90-001	NAVSEA	
N5523618F5030				Sub Total:	
N5523618F5030	0004BB	CB	463-90-002	NAVSEA	
N5523618F5030	0004BB	CB	992-11-006	NAVSEA 992-11-006	

D <b>ö</b> #	16.2	ACRN:		DESCRIPTION	TOTAL
N5502 (10D5500				PRORATION	
N5523618F5030				Sub Total:	(b) (4)
N5523618F5030	0004BC	CC	980-90-002	NAVSEA	E/AW/
N5523618F5030				Sub Total:	
N5523618F5030	0004BD	CD	980-90-003	NAVSEA	
N5523618F5030	0004BD	CD	980-90-010	NAVSEA	
N5523618F5030	0004BD	CD	992-11-008	NAVSEA	
N5523618F5030	0004BD	CD	992-11-006	NAVSEA 992-11-006 PRORATION FOR 980-90-010	
N5523618F5030				Sub Total:	
N5523618F5030	0004BE	CE	980-90-007	NAVSEA	
N5523618F5030	0004BE	CE		NAVSEA	
N5523618F5030				Sub Total:	
N5523618F5030	0004BF	CF	980-90-014	NAVSEA	
N5523618F5030			300 30 014	Sub Total:	
N5523618F5030	0004CA	AA	415-90-006	SPAWAR	
N5523618F5030			415-90-000	Sub Total:	
N5523618F5030			· AC	TION TOTAL:	\$16,394,173

# Section C - Descriptions and Specifications

- 1. NASSCO's Small Business Subcontracting Plan is hereby incorporated and made a material part of this Delivery Order IAW FAR 19.705-5(a)(5).
- 2. DESCRIPTION: Item 0004: The Contractor shall prepare for and accomplish maintenance, modernization and repair to the USS PINCKNEY (DDG 91) during the Selected Restricted Availability (SRA) in accordance with Attachment J-1: Work Item Specification Package No. SSP TPPC-DDG91-SWRMC18-CN01, Attachment J-1: Plans, Drawings and Other Documentation Referenced in the Conformed Specification Package, and the applicable terms and conditions of contracts N00024-16-D-4416, N00024-16-D-4417, and N00024-16-D-4418 and this delivery order. The base items are those Work Items labeled as base items in attachment J-2.

Category I NAVSEA FY18 Standard Items (Change 1) are applicable to all items without further reference. Category II NAVSEA FY18 Standard Items (Change 1) are applicable when invoked and/or referenced in individual work items specified in Attachment J-1.

NAVSEA Standard items may be found at: http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC/NSI.aspx

The Contractor shall accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Material as identified in Work Item specifications, and for accomplishment of production work.

- 3. CONTRACT DATA REQUIREMENTS LIST (CDRLs) FOR ITEM 0006: The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A, B and C attached to the basic contract. The specific CDRLs required to be provided are as follows:
  - a. A001 SMALL BUSINESS SUBCONTRACTORS REPORT
  - b. A002 CONDITION FOUND REPORT (CFR)
  - c. A003 REQUEST FOR CONTRACT CHANGE (RCC) REPORT
  - A004 LIAISON ACTION REQUEST
  - A005 PURCHASE ORDER (PO)
  - A006 QUALIFIED ASSURANCE PROGRAM PLAN QUALITY SYSTEM
  - A007 QUALIFIED ASSURANCE PROGRAM PLAN FIRE PREVENTION/HOUSEKEEPING
  - A008 QUALIFIED ASSURANCE PROGRAM PLAN PROCESS CONTROL PROCEDURE (PCP)
  - A009 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS
  - A010 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS
  - k. A011 STATUS OF GOVERNMENT FURNISHED EQUIPMENT (GFE)REPORT GOVERNMENT **PROPERTY**
  - A012 KEY EVENTS SCHEDULE
  - m. A014 WEIGHT AND STABILITY REPORTS FOR IN-SERVICE SURFACE SHIPS
  - B001 LOGISTICS MANAGEMENT INFORMATION PROVISIONING PARTS LIST (PPL)
  - o. B003 LOGISTICS MANAGEMENT INFORMATION DESIGN CHANGE NOTICE (DCN)
  - B004 LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS INTERIN SUPPORT ITEMS LIST (ISIL)
  - B006 LOGISTICS MANAGEMENT INFORMATION (LMI) COMPONENT IDENTIFICATION DATA FOR ADVANCE RIC
  - B007 SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION SI 009-19: PROVISIONING TECHNICAL DOCUMENTATION (PTD)
  - B008 LOGISTICS PRODUCT DATA SI 009-21: LOGISTICS AND TECHNICAL DATA

- B009 LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARY DEMAND ONLY TRANSACTION (DHA) REPORT
- u. C001 COMMERCIAL OFF THE SHELF (COTS) EQUIPMENT MANUAL SUPPORT
- v. C002 TECH MANUAL CONTRACT REQUIREMENTS (TMCR) HULL, MECH & ELEC EQUIPMENT TECH MAN REQ - SI 009-41: TMCR FOR A TOPICALLY STRUCTURED TECH MANUAL
- 4. The Contractor is responsible for all environmental, safety and other technical type requirements provided in specification package SSP: TPPC-DDG91-SWRMC18-CN01.
- 5. The Contractor shall provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alteration of FY18 USS PINCKNEY (DDG 91) Selected Restricted Availability (SRA) within the availability dates herein.
- 6. The Contractor shall provide all Change Order Price Analysis (COPA) proposals in response to Request for Contract Changes (RCC) within three (3) business days. If circumstances arise where the Contractor is unable to submit a COPA within three (3) business days, the contractor shall notify the Government in writing of the specific circumstances and provide a date in which a COPA will be submitted. The Contractor's timeliness in submitting COPAs in response to RCCs will be evaluated in CPARS and utilized for past performance ratings on future Delivery Orders. Notification of late submission of COPA does not exempt the Contractor from meeting the three (3) business day requirement, but will be considered by the Government when conducting a CPARS evaluation. The Contractor shall list on the COPA any specific terms and conditions related to completion of the new or growth work to include impact to milestones, sequencing of adjacent work items, and revised completion date for impacted Work Items. If such items are not listed on the COPA (where applicable), the COPA will not be considered "timely" received. The COPA shall include at a minimum:
  - a. Labor hours to be performed by the Prime Contractor to include the trade and labor hour mix
  - b. Material Quote\* (If Applicable)
  - Subcontractor Quote\*\* (If Applicable)
  - d. Mark-Up
    - \*Material quote shall include the part number, description, unit cost, quantities, total cost, and vendor quotes for each line item
    - \*\*Subcontractor quotes shall include labor hours, labor rate, material (part number, description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable)
    - Note 1: Labor hours for both prime and subcontract shall be provided broken down by trade and labor
    - Note 2: The required documentation must accompany the COPA for the COPA to be considered submitted to the ACO. See Attachment J-5, QASP, for deductions associated with late or invalid COPA submittals.

A COPA missing any of the required information listed above will be rejected by the Administrative Contracting Officer/Contract Specialist (ACO/CS) with time continuing to accrue. Once accepted by the ACO/CS, pricing of Contractor proposals submitted in response to RCCs shall not expire for a period of less than two (2) business days after submission to the Government to allow sufficient time for evaluation and, if required, negotiations.

- 7. All documentation/reports received after 1400 PST will count as received the following business day for the Government and Contractor.
- 8. ABATEMENT: Paint abatement, to include removal of hot paint, will be conducted in accordance with NAVSEA Standard Item 009-32. Paint abatement will be included as part of pricing for all proposals and is not subject to additional growth.

9. FIRE PREVENTION: The Contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual for Fire Prevention and Response (8010 Manual) and NAVSEA Standard Item 009-08. The Contractor will account for required fire drills in the proposed work schedule. For work at the Contractor facility, in addition to 009-08, no additional requirements beyond NAVSEA Standard Item 009-08 will be invoked by Naval Supervisory Authority nor levied by the Contractor for fire protection services. Per NFPA Standard 312, Contractors must use their own standard operating procedure for fire protection services, whether by their own resources or through an existing agreement with local firefighters.

# 10. QUALITY ASSURANCE

- a. QUALITY ASSURANCE PROGRAM The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in NAVSEA Standard Item 009-04. In addition to its rights under DFARS Clause 252.217-7005, the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.
- b. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) The Contractor shall meet the performance/acceptable quality level requirements for each deliverable/assessment area in the QASP, Attachment J-5. There will be monetary deducts based on unfavorable Contractor performance as stated in the QASP.
- 11. INTEGRATED PRODUCTION SCHEDULE DEVELOPMENT, UPDATE, AND REVIEWS In support of NAVSEA Standard Item requirements and to confirm the Contractor has all available input for development of the Integrated Production Schedule, including the development of the Integrated Work Package, Production Schedule, Integration of O, I and D level Work, Integration of AIT and SHIPALT requirements and any other contractor assigned or Third Party work scheduled for accomplishment concurrent with the CNO availability, the contractor shall, with the Regional Maintenance Center (RMC), conduct the Work Package Execution Review (WPER). The RMC will schedule the WPER per the JFMM Milestones either as a separate event or concurrent with an Integrated Project Team Development (IPTD) event no later than A-30 for CNO availabilities. This review shall be accomplished following the Joint Fleet Maintenance Manual, Volume II, Integrated Fleet Maintenance requirements including the Critical Time Period, First 100 Hour Plan. Final 100 Hour plan and identify any schedule or scope impact. See Appendix E of the JFMM II-I-2E-1. The JFMM can be found at <a href="http://www.submepp.navy.mil/ifmm/index.htm">http://www.submepp.navy.mil/ifmm/index.htm</a>.

The Contractor shall formally present its Integrated Production Schedule to the Navy Supervisory Authority (NSA) at the WPER, Start of the Availability, 25% complete conference, 50% complete conference, 75% complete conference, production completion meetings, and for pre Sea Trials requirements. The Integrated Production Schedule shall include Alteration Installation Teams (AIT), Government-Contracted Third Party Maintenance Providers, Ship's Force, Commercial Industrial Services (CIS), and Fleet Maintenance Activity (FMA) work to the maximum extent this information is available. At each meeting, the contractor shall present and explain, at a minimum, the following information:

- The Contractor's latest, Government approved, Integrated Production Schedule created in full compliance with Standard Item 009-60.
- ii. The Contractor's current progress in preparing for and/or executing the Availability in accordance with their Integrated Production Schedule. The Contractor shall provide an explanation and mitigation plan for any preparation or execution delays in comparison to their Integrated Production Schedule.

- The Contractor's plan shall describe opportunities for schedule acceleration (at no cost to the Government unless directly related to a Government caused delay) and potential risks and mitigations to remaining schedule attainment.
- 12. INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS In accordance with NAVSEA Standard Item 009-60, the Contractor shall provide cognizant shippard management representation to participate in the weekly progress meeting at the time and location agreed to by the SUPERVISOR. The representative(s) must be authorized to make management decisions relative to the routine requirements of the Delivery Order that, in good faith, commit the Contractor. AIT Managers and/or On-Site Installation Coordinators (OSIC) shall participate and represent respective alteration teams in scheduled weekly progress meetings.
  - a. The Contractor shall develop a report listing for each Work Item of the Delivery Order, the Work Item number, Work Item title, scheduled start date, scheduled completion date, actual start date, and the percentage complete. The report shall address changes to the Key Events and Milestones list and major problems of Work Items, to include negative float, and proposed corrective action. The report shall reflect the addition, deletion, or modification of Work Items. Completed Work Items need not be addressed.
  - b. The Contractor shall participate in review conferences at the 25, 50, and 75 percent points in the availability. Data from the most recent submission in accordance with paragraph 3.7.1 of NAVSEA Standard Item 009-60 will be used at the review conferences. Review conferences will be held within two (2) days of the Weekly Progress Meeting or, subject to SUPERVISOR approval, may be held simultaneously with the Weekly Progress Meeting. The conferences will be scheduled at a time and place mutually agreeable to all parties.
  - c. The contractor shall:
    - Be prepared to discuss planned production manning versus actual production manning by total, trades, and subcontractors.
    - Identify known factors that may affect Key Events, Milestones and the contract completion date. Provide recommended courses of action to resolve problem areas.
    - iii. Provide the SUPERVISOR with the status of open and inspect reports and be prepared to discuss possible impact of growth work in these items at the 25 percent review conference.
    - iv. Provide the SUPERVISOR with the following information for the 50 percent review conference:
      - A machinery reinstallation plan showing projected dates for installing the equipment on the foundation, hook-up of the equipment, and operational tests of the equipment.
      - 2. A valve status list showing projected completion and reinstallation dates.
      - 3. A list of items required for the next Key Event and Production Completion Date (PCD) that are not complete. Annotate those items on the list that may be in jeopardy of completing by the next Key Event and PCD.
- d. The Contractor shall provide the SUPERVISOR with one legible copy, in approved transferrable media, of a test schedule for all planned underway equipment and system testing to the SUPERVISOR to support the 75 percent review conference. Additionally, the Contractor shall submit the following reports as listed in Adobe Acrobat (.pdf), Microsoft Excel (.xls), or Microsoft Word (.doc) compatible media as per Table 2 and Table 3 of NAVSEA Standard Item 009-60.
- e. The Contractor shall provide cognizant shipyard management representative(s) to participate in the twice weekly tank status meetings at the time and location agreed to by the SUPERVISOR. The representative must be authorized to make management decisions regarding Work Item 123-10-001 Tanks and Void Open, Pump, Clean, and Gas Free; accomplish, and Work Item 992-31-001—Cleaning and Pumping; accomplish of the Job Order that, in good faith, commit the contractor. Develop a report and present to the SUPERVISOR and designated meeting attendees listing the status each tank or void, to include scheduled

open date, scheduled close date, actual open date, actual close date and all associated government check point completions associated with Work Item 123-10-001 — Tanks and Void Open, Pump, Clean, and Gas Free; accomplish, and Work Item 992-31-001—Cleaning and Pumping; accomplish. Meetings will start during the second week of the availability and continue till all tanks have completed final closeout inspection or directed by the supervisor.

- 13. Contractors shall price full compliance with NAVSEA Standard Item 009-72, including waterborne security, into their proposed price.
- 14. SAFETY INSPECTOR / FIRE MARSHAL: In addition to the safety standards provided in the specifications, the Contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor's approved Safety Plan.
- 15. BLACK OXIDE COATED THREADED FASTENERS (BOCTFs): Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract.
- 16. Force Protection Condition The Navy is currently in force protection condition Bravo. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in your proposal. Contractors will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.
- 17. FIRE DRILL: The Contractor shall coordinate the execution of a full scale fire drill with the NSA within the first 30 days after the ship's arrival at the contractor's facility. The drill will include at a minimum the requirements of the drill specified in NAVSEA Standard Item 009-08 (Shipboard Fire Protection and Fire Prevention; Accomplish). For the Contractor, this drill will require all production work to stop for a minimum of 4 hours during day shift on the selected day. As part of the drill, the Contractor is required to evacuate the ship, provide a muster report of all personnel safely off ship, support the drill with any firefighting personnel/company emergency procedures, and support the disconnection of temporary services at the drill site. Temporary services at the drill site may be disconnected in the process of the drill, and the Contractor will be responsible for restoring them after the drill. This drill will require involvement with the local fire department. For awareness, the Government will be conducting the drill and using the evaluation criteria found in CH-12, 13, and Appendix A, of \$0570-AC-CCM-010/8010
- 18. SCHEDULE AND ASSOCIATED REPORTS: The proposed scheduling of work, resources, key events and milestones submitted by the Contractor in accordance with Standard Item 009-60 during the course of contract performance shall not be materially different from the Schedule and Associated Reports provided in the Contractor's technical proposal.

### STATEMENT OF WORK

USS PINCKNEY (DDG-91) FY18 SRA, SSP: TPPC-DDG91-SWRMC18-CN01

# Work Items:

Base Work Items	Item Description		
042-00-001	Work Completion Certification; accomplish		
042-11-001	Accountability of Manhour and Material Reservation; accomplish		
042-11-002	Availability Associated Reports; provide and manage		

Base Work Items	Item Description
042-11-003	Work Package Execution Review (WPER); accomplish
077-11-001	Hazardous Waste Produced on Naval Vessels; control
110-21-001	Structural Framing; repair
110-21-002	Deckhouse Stiffener Structural Repair; accomplish
123-10-001	Tanks and Void Open, Pump, Clean, and Gas Free; accomplish
123-11-004	Compensated Fuel Storage Tank; repair
123-12-001	JP-5 Tank; preserve
123-12-002	JP-5 Tank; repair
123-17-002	Contaminated Oil Tank; preserve
123-17-003	Contaminated Oil Tank; repair
123-19-001	Vacuum Collection Holding Tank (VCHT); repair
123-19-002	Plumbing Waste Drain Tank; repair
123-19-003	Vacuum Collection Holding Tank (VCHT); preserve
123-19-004	Plumbing Waste Drain Tank; preserve
123-21-001	Accessible Void; preserve
123-21-002	Escape Trunk; repair
130-11-001	VCHT Room No. One T-Bar Stiffener; repair and preserve
130-11-002	Aircraft Securing Fitting; replace
150-11-001	05 Level Deck; repair
150-11-002	Uptake Engine Room No. 2 Structural Defects; repair & preserve
150-11-003	03 Level Weatherdeck Side Trough Drain; repair and preserve
150-11-004	Decoy Launching System Magazine No. One Top Plating Defect; repair
167-11-003	Watertight Door Assembly; replace
168-11-001	Hatch; replace
168-11-002	Hatch; replace
241-12-001	Number 2 Main Reduction Gear Casing Rust Cleaning; accomplish
243-80-001	ShipAlt DDG51-73395D Bulkhead Shaft Seal Upgrade; accomplish
245-11-001	No. One Controllable Pitch Propeller (CPP) Standby Hydraulic Pump Mechanical Seal; replace
245-12-001	Controllable Pitch Propeller (CPP) Attached Hydraulic Pump Mechanical Seal; replace
245-12-002	No. 2 Controllable Pitch Propeller (CPP) Standby Hydraulic Pump and Motor; repair
251-32-001	Gas Turbine Generator No. One Intake; repair and preserve
251-32-002	Propulsion Gas Turbine (GTRB) Number 2B Intake Plenum; repair
251-32-003	Propulsion Gas Turbine (GTRB) Number 2A Intake Plenum; repair
256-71-001	No. One Seawater Cooling Pump Bearings; replace
256-80-001	AER 64250D, No. One and No. 3 Ships Service Gas Turbine Generator (SSGTG)
	Emergency Seawater Piping; accomplish
259-11-001	Forward Gas Turbine (GTRB) Exhaust Duct Collector; repair
259-11-002	AFT Gas Turbine (GTRB) Exhaust Duct Collector; repair
259-11-003	No. 2 Ship Service Gas Turbine Generator (SSGTG) Exhaust Collector; repair
259-11-004	Propulsion Gas Turbine Number 1B Exhaust Nozzle; repair
259-11-005	Propulsion Gas Turbine (GTRB) Number 2B Strut Fairing Rivet; replace
259-11-006	Gas Turbine Exhaust Duct Bulkhead Penetration Flange Joint Gasket; replace
259-12-001	Uptake Engine Room No. 2; repair and preserve
262-11-001	Main Reduction Gear (MRG) Lube Oil Cooler, chemically clean and inspect
262-11-002	1B Lube Oil Service Pump (LOSP) Suction Check Valve; replace
262-11-004	1A Lube Oil Service Pump (LOSP) Gage Line Tubing; replace
202-11-004	1111 Date On but the 1 dimp (Dobt ) dage Dime 1 dbing, teptace

Base Work Items	Item Description
262-31-002	Main Reduction Gear (MRG) Number One Attached Lube Oil Pump Mechanical Seal; replace
262-41-003	Main Reduction Gear (MRG) 1A and 1B Electric Driven Lube Oil Service Pump and Motor; overhaul
262-41-004	Main Reduction Gear (MRG) 2A and 2B Electric Driven Lube Oil Service Pump and Motor; overhaul
264-11-001	No. 2 Lube Oil Purifier Heater Controller; calibrate
264-11-003	No. One Lube Oil Purifier Heater Controller; calibrate
264-90-001	ShipAlt DDG51-85973K Lube Oil Purifier Heat Exchanger Modifications; accomplish
311-31-001	Ship Service Gas Turbine Generator (SSGTG) Lube Oil Cooler; chemical clean
321-11-001	Multiple Cable Transit (MCT); repair
321-11-002	Multiple Cable Transit (MCT); repair
406-11-001	Bonding Grounding Strap; replace
415-90-006	Ship Alt DDG51-89366K, Canes Mod One Tech Refresh Install, Alteration Installation Team (AIT) Support Service; accomplish and provide
463-90-002	ShipAlt DDG51-85032K/86644K/86222K, AN/SQQ-89(V)15 Anti-Submarine Warfare (ASW) System with T1-14 Hardware Installation, Alteration Installation Team (AIT) Support Service; provide
476-21-001	Remote Mine System (RMS) Cover Plate; remove and reinstall
508-11-001	Lagging and Insulation, Inside Machinery Space; replace
508-11-002	Ship Service Gas Turbine Generator (SSGTG) No. 3 Exhaust Lagging and Insulation; replace
508-12-001	Lagging and Insulation, Outside Machinery Space; replace
512-11-001	Galley Exhaust Ventilation; clean
512-11-002	Laundry Exhaust and Supply Ventilation; clean
512-11-003	Fan Room Access Panel; repair
521-11-001	Electric Motor Operated Firemain Valve; repair
522-80-001	ShipAlt DDG51-82474D Relocation of CIWS, Torpedo and DLS Magazine Gauge; accomplish
528-11-001	Deck Drain and Piping; replace
541-21-001	No. 2 Fuel Oil Purifier Unit; repair
551-31-001	Pressurized Waveguide and Transmission Line Dry Air Lay-Up; accomplish
551-61-001	Masker Air Cooler; chemical clean and inspect
551-61-002	Masker Air Drain Hose Assembly; replace
551-62-001	Prairie Air Cooler; chemical clean
561-11-001	Ram Assembly, Hydraulic Cylinder, Rudder (Port); repair and flush
588-21-002	Port Helo Hangar Door Right Angle Drive Gearbox; repair
593-11-001	Vacuum, Collection, Holding and Transfer (VCHT) Piping System; chemical cleaning
622-12-001	Nomex Deck Panel; replace
624-11-001	Balanced Joiner Door; remove, store and install
631-10-016	Compartment Deck; preserve
631-11-001	Fan Room; repair and preserve
631-11-002	Fan Room (Pressure Zone Number 2) Dirty Side; repair and preserve
631-11-008	Bilge Pocket; preserve
631-11-011	Cosmetic Polymeric Deck Covering System; replace
631-11-013	Trash Disposal Room; repair and preserve
631-11-014	Machinery Space Bilge; repair and preserve
631-11-015	Deck Covering; replace
631-13-003	IRS Eductor Secondary Air Inlet Trunk; repair and preserve
631-13-006	Peel and Stick NonSkid; install

	Item Description
631-13-013	Peel and Stick Non-Skid; install
631-13-014	Fan Room; preserve and repair
631-21-001	Peel and Stick Non-Skid; install
631-21-003	Port and Starboard Helo Hangar Door Coaming; preserve
634-11-001	Cosmetic Polymeric Deck Covering System; install
634-11-002	Cosmetic Polymeric Deck Covering; resurface
634-11-004	Forecastle Non-Skid; replace
634-11-005	Cosmetic Polymeric Deck Covering; replace
634-11-006	Ammunition 5 Inch Hoist Platform Non-Skid; replace
634-11-007	Peel and Stick Non-Skid; install
634-11-008	Director Deck Peel and Stick Non-Skid; replace
634-11-009	Cosmetic Polymeric Deck Covering System; install
634-11-011	Cosmetic Polymeric Deck Covering System; install
634-11-013	Deck Covering, Non-Skid; replace
634-11-014	Cosmetic Polymeric Deck Covering; replace
634-11-015	Cosmetic Polymeric Deck Covering, repair and resurface
634-11-016	Cosmetic Polymeric Deck Covering System; install
634-11-017	Deck Covering; replace
634-11-020	Quarry Tile Deck Covering; install
634-11-021	Electrical Grade Matting Deck Covering System; replace
634-11-022	Deck Covering; replace
634-11-023	Electrical Grade Matting Deck Covering System; replace
634-11-024	Cosmetic Polymeric Deck Covering System; repair and resurface
634-11-026	Vinyl Deck Covering System; replace
634-11-027	Cosmetic Polymeric Deck Covering System; replace
634-11-051	Crew/CPO Galley Deck Covering System; replace
634-21-004	Flight Deck and Because Assist Service 177
05-1-21-00-1	Flight Deck and Recovery Assist, Securing and Traversing (RAST) System; clean and preserve
643-11-001	Berthing Habitability Project Installation; accomplish
644-11-001	Cosmetic Polymeric Deck Covering System; install
721-31-001	Vertical Launch System (VLS), MK 41 Launcher Top and Uptake Hatch; preserve
837-11-001	Antenna Photograph; provide
857-11-001	Personnel Berthing Barge Support; provide
980-90-002	ShipAlt DDG51-82673K AWS B/L 7.2A Cisco Switch Upgrade, ShipAlt DDG51-82507K
	ERDDS Installation for Aegis B/L 7.2A, OA 82507K and OA 82673K, Alteration
222 22 222	Installation Team (AIT) Support Services; provide
980-90-003	ShipAlt DDG51-82907K Install of Collective Protection System (CPS) Variable Speed
	Drive (VSD) Controls Alteration Installation Team (AIT) Support Service; provide
980-90-007	ShipAlt 80032K, AN/USG-2 Upgrade to USG-2B, Alteration Installation Team (AIT)
	Support Service; provide
980-90-009	ShipAlt DDG51-70858K, CEC PAAA Antenna Install, Alteration Installation Team (AIT)
	Support Service; provide
980-90-010	ShipAlt 81676K, Thermal Management Control System Alteration Installation Team (AIT)
	Support Service; provide
980-90-014	ShipAlt 00288K, Convert Boatswain Storeroom Number 2 to Hazardous Material
	Minimization Center, Alteration Installation Team (AIT) Support Service: provide
982-11-001	Light-Off Assessment (LOA) Inspection Discrepancy Correction Assistance; provide
982-11-002	AEGIS Light-Off (ALO) Support and Combat Systems Discrepancy Correction; accomplish

Base Work Items	Item Description
982-31-001	Dock Trial, Fast Cruise, and Sea Trial; accomplish
991-11-001	Staging for Ship's Force Use; provide
992-11-001	Ship's Force Parking; provide
992-11-002	Temporary Flammable Liquid Storage and Hazardous Material Storage Unit for Ship's Force Use; provide
992-11-003	Demineralized Water; provide
992-11-004	Oil Spillage and Floating Sandblasting Debris Containment Boom; install
992-11-005	Regional Maintenance Center (RMC) Office Space; provide
992-11-006	Temporary Service; provide
992-11-007	Ships Force Transportation; provide
992-11-008	Government Sponsored Representative (NAVSEA SEA21 PMR) Office Space; provide
992-11-009	Pierside T-1 Line; provide
992-11-010	Consolidated Afloat Network and Enterprise Services (CANES) Support Service; provide
992-11-012	Fueling Assistance to Ship's Force for Fuel Barge; provide
992-31-001	Cleaning and Pumping; accomplish
993-11-001	Ship's Force Warehouse Storage Space; provide
993-11-002	Warehouse Storage Space for Government Use; provide
993-21-001	Rigging, Crane and Transportation Service; for ship's force use, provide
993-21-002	Barge for Anchor and Anchor Chain Maintenance; provide
993-31-001	AN/SPY-1D Antenna Protective Cover; install
993-31-002	Temporary Deck Covering; install
993-31-003	Temporary Main Reduction Gear (MRG) Dehumidifier System; provide

Option Work Items	Item Description
980-90-001	ShipAlt DDG51-87402K SSEE INC F AS4293A Upgrade, Alteration Install Team (AIT) Support Service; provide
980-90-004	OrdAlt 83135K Close In Weapon System (CIWS) Cable Reliability Improvements, Alteration Installation Team (AIT) Support Service; provide
980-90-005	ShipAlt DDG51-85030K, Global Broadcasting Service (GBS) Below Deck Rack, Alteration Installation Team (AIT) Support Service; provide
980-90-008	ShipAlt 79719K AN/SRQ-4 Alteration Installation Team (AIT) Support Service; provide
980-90-012	DDG51 Class MK45 OrdAlts 70078, 70227, 70289, 70920, 70921, 77862, 83489, Alteration Installation Team (AIT) Support Service; provide
980-90-013	ShipAlt DDG51-86938K, S-IBS Technical Refresh Upgrade, Alteration Installation Team (AIT) Support Service; provide

### CLAUSES INCORPORATED BY FULL TEXT

# HQ C-2-0020 DOCK TRIALS AND FAST CRUISE (NAVSEA) (MAY 1993)

- (a) <u>Dock Trials</u>. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item <u>982-31-001</u>. Contractor personnel are not to interfere with functions of ship's personnel.
- (b) <u>Fast Cruise</u>. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch

stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item 982-31-001.

### CLAUSES INCORPORATED BY FULL TEXT

# HQ C-2-0056 TESTS AND TRIALS (NAVSEA) (OCT 1990)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

# HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

- (a) Performance of this delivery order by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in proposal response to NAVSEA Solicitation No. N00024-16-R-4401.
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

# HO C-2-0048 REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA):

MCA (Name):

Telephone:

Address:

SWRMC 3755 Brinser Street, Bldg. 77 San Diego, CA
92136

For purposes of requisitions of Government Furnished Material from the Federal Supply System, the Contractor:

[X] has been assigned Defense Activity Address Code (DODAAC)

[ ] the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

\*Information to be provided at contract award.

# Section D - Packaging and Marking

# CLAUSES INCORPORATED BY FULL TEXT

# HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded (5) sponsor:
- (5) sponsor:

(Name of Individual Sponsor) Southwest Regional Maintenance Center (Name of Requiring Activity) San Diego, CA (City and State)

<sup>\*</sup>Sponsor information to be provided in each Delivery Order, as applicable.

# Section E - Inspection and Acceptance

### **INSPECTION & ACCEPTANCE TERMS**

# Supplies/services will be inspected/accepted at:

0004AB 0004BA 0004BC 0004BC 0004BE 0004BF 0004BG 0004BH 0004BJ 0004BK 0004CA	INSPECT AT N/A Destination	NSPECT BY N/A Government	ACCEPT AT N/A Destination	ACCEPT BY N/A Government
0004CA 0004CB				_ +

### CLAUSES INCORPORATED BY FULL TEXT

# 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (NAVSEA VARIATION) (MAY 1993)

- (a) Definitions. As used in this clause:
- (1) "Design and manufacturing requirements" include drawings, specifications, statements of work, structural and engineering plans, and manufacturing particulars, including precise measurements, tolerances, processes, materials, and finished product tests;
- (2) "Essential performance requirements" means the operating capabilities and maintenance and reliability characteristics specified in the specification and/or statement of work; "essential performance requirements" does not include performance characteristics that are described as goals or objectives;
- (3) "Alternate source contractor" means a contractor that did not develop the portion of the design requiring redesign;
- (4) A unit shall be considered to have been "manufactured" when it has been accepted by the Government (either finally or conditionally); and
- (5) "At no additional cost to the United States" means at no increase in contract price.

- (b) Notwithstanding inspection and/or acceptance by the Government of the supplies furnished under this contract, any term or condition of this contract concerning the conclusiveness thereof, or any other term or condition of this contract, the Contractor warrants:
- (1) That line item 0004 will conform to the design and manufacturing requirements of the contract;
- (2) That line item <u>0004</u>, at the time of acceptance by the Government, will be free from all defects in materials and workmanship; and
- (3) That line item <u>0004</u> will conform to the essential performance requirements of the contract; provided, however, that with respect to Government-furnished property, the Contractor's above-stated warranties shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's warranties shall extend to such modification or other work.
- (c) The Contractor shall not be responsible under these warranties for any failure of line item(s) contained herein to meet the conditions specified in (b)(1), (b)(2) or (b)(3), above, which is discovered more than <u>90 days</u> from the date of acceptance. In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.
- (d) Notwithstanding any other term or condition contained in this contract, in the event of a failure to comply with any of the warranties provided herein, the Contractor shall, at the election of the Government:
- (1) Promptly take such action as may be necessary (e.g., repair, replace and/or redesign) to correct or, if so directed by the Government, partially correct the defect responsible for the failure at no additional cost to the United States. However, for alternate source contractors, redesign shall not be a remedy available to the Government if the alternate source contractor has not manufactured, at the time of agreement on the price of line item 0004, the first ten percent of the eventual total production quantity anticipated to be acquired from that alternate source contractor;
- (2) Pay costs reasonably incurred by the United States in taking such correction action; and
- (3) Provide an equitable adjustment in contract price in lieu of full correction of the failure.
- (e) In seeking the remedies specified in (d)(1), (d)(2) or (d)(3) above, the Government may elect to exercise any one or combination of the specified remedies.
- (f) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (c) of this clause and shall run from the date of final acceptance of the corrected or replaced supplies.
- (g) The Contractor shall prepare and furnish to the Government data and reports applicable to any correction required under this clause (including the revision and updating of all affected data called for under this contract) at no additional cost to the United States. If the Contractor fails to prepare and furnish such data and/or reports or should the Government elect not to secure such data from the Contractor or another source, the Contractor shall pay costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment in contract price.
- (h) When items covered by these warranties are returned to the Contractor pursuant to this clause, the Contractor shall pay the transportation costs and bear the risk of loss or damage from the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) to the Contractor's plant and return to said place of delivery.
- (i) The Contractor shall be notified in writing of any breach of the warranties set forth in paragraph (a) above within 45 days after discovery of the breach. The failure of the Contracting Officer to so provide timely

notice of the breach, however, shall not diminish the rights the Government would otherwise have under this clause or any other term or condition of this contract.

- (j) Notwithstanding any disagreement regarding the existence of a warranty breach, the Contractor shall promptly comply with any partial corrective action. In the event it is later determined that there was no warranty breach, the contract price shall be equitably adjusted.
- (k) The warranty provisions herein of this clause do not cover combat damage, liability for loss, damage, or injury to third parties, or consequential damages.
- (1) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights the Government may have under any other requirement of the contract. Disputes arising under this clause will be resolved in accordance with the clause entitled "DISPUTES" (FAR 52.233-1).
- (m) The failure of the Government to assert its right under this clause with respect to any particular breach or breaches of a warranty provided herein shall not waive or otherwise diminish the Government's rights with respect to any subsequent breach of a warranty.

# Section F - Deliveries or Performance

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0004	N/A	N/A	N/A	N/A
0004A.A	A 31-AUG-2018	1	SOUTHWEST REGIONAL MAINTENANCE CENTER 3755 BRINSER STREET BLDG 77 SAN DIEGO CA 92136-5205 FOB: Destination	E
0004AE	3 31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BA	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BE	3 31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BC	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BI	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BE	E 31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BF	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BC	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BF	f 31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BJ	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004BK	C 31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	

0004CA	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004CB	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004CC	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination
0006	31-AUG-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination

- SCHEDULE: Upon successful completion of TYCOM Sea Trials, the Contractor period of performance will end
  on 31 AUGUST 18 (A+200). USS PINCKNEY must be delivered to the Government no later than 31 AUGUST
  2018. Ship will return to NBSD upon completion of Contractor's sea trials.
- 2. MILESTONES: USS PINCKNEY (DDG 91) must be delivered, mission-ready, no later than <u>31 August 2018</u>. In addition to the Delivery Order completion date of 31 August 2018, the Government has established execution dates for the following milestones and key events:

KEY EVENT/MILESTONE	≥ × A+DAY	DATE	WEEKDAY
AVAIL START DATE	0	12-Feb-18	Monday
Crew Move Ashore	10	22-Feb-18	Thursday
Ship Moves to KTR Facility	14	26-Feb-18	Monday
25% Conference	50	03-Apr-18	Tuesday
20% Open & Inspect Complete	54	07-Apr-18	Saturday
PCD	99	22-May-18	Tuesday
50% Conference	100	23-May-18	Wednesday
CS Start/ALO	106	29-May-18	Tuesday
Testing Start	106	29-May-18	Tuesday
Habitability Complete	109	01-Jun-18	Friday
Crew Move Aboard	134	26-Jun-18	Tuesday
75% Conference	150	12-Jul-18	Thursday
LOA	175	06-Aug-18	Monday
Testing Complete	176	07-Aug-18	Tuesday
Dock Trials	182	13-Aug-18	Monday
Fast Cruise	183	14-Aug-18	Tuesday
Sea Trials Begin	186	17-Aug-18	Friday
Sea Trials Complete	193	24-Aug-18	Friday
AVAIL COMPLETION	200	31-Aug-18	Friday

3. The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed on the Key Event/Milestone schedule provided. If any milestone event is not accomplished by the date provided, and the

failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of the contract entitled "DEFAULT" (DFARS 252.217-7009). Contractor's failure to meet milestones event dates established in the DO RFP will be documented in CPARS and utilized for past performance ratings on future Delivery Orders.

4. <u>Milestone Definitions</u>. The following milestones shall be considered achieved (certified) if all work associated with each of the key events as identified in the Key Event Readiness List (ERL) are complete in accordance with this section. All incomplete ERL line items must be accepted and certified by the SUPERVISOR.

The milestones are considered achieved if all heavy industrial work in the compartments associated with each milestone is complete.

"Heavy industrial work" is hot work, cutting, grinding, deck work (PRC, Terrazzo, NOMEX), and spray painting and any other industrial type of work that would either limit compartment access, limit the availability of services in the compartment, or affect safety of personnel. Access routes need not be released but must be passable or alternate routes made available at all times.

# Note 1: Engineering Plant Production Completion Date (PCD) (Key Event)

Engineering plant Production Completion Date (PCD) is an availability key event that provides sufficient time for the necessary steps to be taken by Ship's Force to shift from a maintenance environment back to operations. It is the intent that all major work and cold plant testing in all main propulsion and auxiliary spaces will be complete by all maintenance providers by the scheduled engineering plant PCD. The time reserved between PCD and propulsion plant light off is set aside to allow Ship's Force to complete pre-event certifications, clearance of tag-outs, complete any remaining discrepancy corrections, continued deep cleaning, small valve maintenance, Ship's Force startup maintenance, valve lineups, temporary service removal, and, if required, any groom teams in areas requiring special emphasis. This time is necessary to allow Ship's Force to transition to an operational environment and focus necessary training and complete final preparations for the Light Off Assessment (LOA)/propulsion plant light off.

All production work must be complete and satisfactorily tested with required Objective Quality Evidence (OQE) submitted and accepted by the SUPERVISOR, in the main propulsion machinery spaces, steering gear rooms, shaft alleys, pump rooms, auxiliary machinery rooms, to include associated intakes, uptakes, stacks, mixing rooms and government designated fuel tanks prior to the scheduled Light-Off Assessment.

The term complete is defined to mean the accomplishment of all Contractor responsible work that is possible without lighting off the ship's service gas turbine generators and/or main propulsion generators.

The following non-inclusive list contains examples of items worked via the Contract to be considered when deciding whether or not the NSA is ready to call engineering plant PCD and begin the shift from a maintenance environment back to operations:

- a. Temporary services removed, except for those required by Ship's Force or late emergency industrial activity work required for LOA.
- b. Access openings and ladders installed and clear for passage.
- c. All damage control/firefighting systems worked during the availability and satisfactorily tested and returned to operational status.
  - 1. These systems include, but are not limited to: Casualty Power, Emergency Lighting, Aqueous Film Forming Foam (AFFF), Carbon Dioxide, Firemain, Halon, Main Drainage, and Secondary Drainage systems.

- d. Major lagging repairs, painting, and flange shielding completed. Some minor lagging repairs, painting, and flange shielding may remain pending agreement with the Maintenance Team. Completion of any remaining work will be deconflicted by Ship's Force, NSA's Project Manager, and Prime Contractor's senior Project Manager to minimize effect on shipboard training.
- e. All machinery in-place and assembled with cold checks completed satisfactorily in accordance with current instructions.
- f. All deck plates and supports properly installed and properly secured with approved fasteners and hardware.
- g. All industrial tools, materials and debris removed.
- h. All main propulsion and auxiliary piping, valves, and systems intact, hydrostatic tightness tests completed satisfactorily and remote valve operator and associated/indicator tests completed satisfactorily.
- i. Engineering and auxiliary space turnover complete.
- j. Ship distributed systems that impact engineering or auxiliary spaces are in intact and operational.

# Note 2: Combat Systems Testing (Start) and AEGIS Light-Off Complete (Milestone) All production work must be completed on the following systems to support AEGIS Light-Off and start of Combat System Testing, in accordance with Combat Systems Light-Off Support, NAVSEA Standard Item 009-117, to include: 115 volt 60 Hz single phase power, 115 volt 60 Hz 3 phase power, 115 volt 400 Hz 3 phase power, 28 VDC power, 115 volt 400 Hz 3 phase power, 440 volt 400 Hz 3 phase power, 28 VDC power, 115 volt 400 Hz 3 phase power, 440 volt 60 Hz 3 phase power, Sound Powered Telephones, HVAC, Sea Water Cooling, Chilled Water, Distilled Water, Electronics Cooling, HP and LP Air (100 PSI), Electronics Dry Air, VCHT Tank, pump(s), piping available to receive gray water and Ships Service Generators or shore power as appropriate.

# Note 3: Habitability Work Complete (Milestone)

This milestone is considered complete when all contracted work that impacted habitability spaces and habitability support systems is completed. Completion of habitability spaces shall be evidenced by closeout of spaces per NAVSEA Standard item 009-81. Minor exceptions are allowed, if agreed to by the Supervisor, provided they do not interfere with Ship's Force daily operations nor pose a sanitary or safety concern.

Key areas of concern are: safety of the crew, sanitation and serviceability of food preparation, serving, and eating areas; livability of berthing and sanitary spaces; cleanliness.

The following non-inclusive list contains examples of items (including associated machinery, equipment, electrical, alarm, control, piping, and ventilation systems) required for Habitability Work Complete milestone to be met:

- a. Production work including lagging, painting, and restoration of all systems and testing complete, and all industrial debris removed in the following: Messing, berthing, and living compartments, including galley, scullery, pantry, mess decks, walk-in freezer, chill and thaw boxes, dry provisions and breakout storerooms, wardroom, CPO mess, berthing compartments, staterooms, lounges, wash rooms, water closets and showers, laundry, and associated passageways and access routes.
- b. Production work including lagging, painting, and restoration of all systems and testing complete, and all industrial debris removed in the following: Refrigeration and air

- conditioning machinery rooms, Walk-in freezer, chill and thaw boxes shall be intact, tested and operational.
- c. Production work including lagging, painting, and restoration of all systems and testing complete, and all industrial debris removed in the following: Office spaces utilized by Ship's Force in the execution of their duties.
- d. Production work including lagging, painting, and restoration of all systems and testing complete, and all industrial debris removed in the following: Medical and dental spaces.

While some specific Ship's Force requirements (e.g. availability of LAN, fitness facilities, etc.) may impact the date upon which Ship's Force chooses to return to the ship, this milestone will be considered complete when the above requirements are met.

The actual date for Ship's Force return will be coordinated by Ship's Force, NSA's Project Manager, and Contractor.

# Note 4: Combat Systems Testing AEGIS Light-Off (Key Event)

Combat System Testing milestone is considered complete when all contracted work that impacts Level 3 testing of Combat System equipment, including support systems, is completed to the degree to provide for uninterrupted Level 3 testing. Minor exceptions are allowed provided they do not interfere with Ships Force ability to operate the equipment. Completion of Combat System spaces shall be by closeout of spaces per NAVSEA Standard item 009-81 and shall be by completion of contractor work and readiness for Combat Systems Light-Off per NAVSEA Standard Item 009-117, with documented exceptions.

Level 3 testing is the initial light off of the individual cabinet/equipment. This requires services to the cabinet/equipment.

The following services shall be available on a continuous basis to support Combat System Testing: 115 volt 60 Hz single phase power, 115 volt 60 Hz 3 phase power, 115 volt 400 Hz 3 phase power, 440 volt 400 Hz 3 phase power, 28 VDC power, 115 volt 400 Hz 3 phase power, 440 volt 60 Hz 3 phase power, Inertial Navigation Systems (INS), Data Multiplex System (DMS), Sound Powered Telephones, HVAC, Sea Water Cooling, Chilled Water, Distilled Water, Electronics Cooling Water, HP Air, LP Air (100 PSI), Air Conditioning, Electronics Dry Air, and Ships Service Generators or shore power as appropriate. The above listed services shall remain stable to support testing.

For compartments, the degree required includes completion of major industrial work, lagging, final paint, removal of industrial debris, vacuum clean electronics spaces to include underneath deck panels, completion of compartment air testing and final painting of supporting fan rooms.

For support systems, which are ship wide distributed in nature, the degree required includes complete installation of the branches supporting the combat system and completion of support systems test procedures or applicable portions of the support system test procedures such that the support equipment is operating within design parameters.

To include removal of all staging on 03 Level and above, including for all communications antennas.

Includes all production work (including non-skid) above the 03 level shall be completed.

# Note 5: Dock Trial (DT) Fast Cruise (FC) Sea Trials (ST) (Key Event)

Dock Trial and Sea Trials are defined in the IFMM as an availability key events that constitutes the final determination of a ship's material readiness and ability to rejoin the Fleet as a fully operational unit. For contractual purposes, Dock Trials and Sea Trials is defined as follows:

All equipment/systems necessary to support underway operations that were worked by the contractor during the availability are reinstalled/intact with required shop tests/checkpoints SATISFACTORILY completed.

Recognizing that the Commanding Officer (CO) is the final authority on determining ship preparedness to go to sea, the following should be assessed in making the determination that the contractor has met the Sea Trial milestone and that the ship is prepared to conduct underway operations:

- -Propulsion and propulsion related machinery reinstalled/intact with required Contractor checkpoints completed. Ship's force should complete equipment hot/cold checks as required by EOSS/PMS. In addition to all main propulsion systems and support systems, this equipment includes steering and damage control systems.
- -All temporary rigging removed from the ship, unless specifically required for Sea Trial evolutions.
- -Messing and sanitary facilities operational and available for use.
- -Power boats to be used in an emergency shall be fully operational, fitted out, and provisioned as prescribed by applicable references.
- -All davits shall be operational.
- -All air inflatable lifeboats shall be onboard and properly installed and within PMS certification requirements.
- -All navigation devices and equipment shall be tested to ensure proper operation.
- -Work on all compartments whose water tight integrity is essential to the safety of the ship shall be completed and, where authorized, SATISFACTORILY tested.

The ship's CO is responsible for conducting Sea Trials in accordance with an agenda developed by the NSA, concurred on by the Ship's CO and approved by the ISIC.

Since the purpose of the trial is to determine the material readiness of the ship, all systems/equipment overhauled by the Contractor will be tested in accordance with a Contractor-prepared test procedure which will document the results of the test and require operation of the system/equipment in all modes. A Ship's Force Trial Officer will be appointed to coordinate with the Prime Contractor Trial Coordinator throughout the Sea Trial. The Trial Officer will accept the results of all tests for the ship. Ship's Force personnel will operate all equipment during the Sea Trial in accordance with standard operating instructions or Sea Trial test procedures, as appropriate.

# Note 6: 25/50/75 Percent Completion Conferences (Milestone)

Interim Completion Conferences. Milestones to document the availability completion percentage. For these Milestones, the maintenance team shall review and document work listed as complete and verify against OQE and proof of work certification. The emphasis for the maintenance team shall be to certify all work as soon as possible after completion. For any work listed as complete, there shall be follow-on status entries to document OQE on file and completion of Work Certification. If OQE and Work Certification have not been completed, there shall be follow-on status entries to document when it is scheduled to be performed.

# Note 7: Contractor End Date (Key Event)

The official end of the Contractors period of performance will be upon completion of the TYCOM approved Sea Trial Agenda. The successful completion of the maintenance and modernization period depends on reaching a mutual agreement among the NSA, Ship's Force, and MSR that all work authorized in the approved work package specifications and supplemental work authorizations have been either satisfactorily completed, or an agreement has been reached concerning a completion plan and schedule for any items partially completed.

5. The Contractor shall schedule the performance of all items in the USS PINCKNEY (DDG 91) SRA work package, including all base and option (if applicable) Work Items, so as to permit up to a 25% contract scope

increase to be performed as "Additional Requirements" (including growth and new work). The Government will track the contract scope increase by calculating the increase in labor hours of growth and new work as a percentage against labor hours (including subcontractor hours) proposed in the basic work package. The Contractor agrees that these Additional Requirements, if ordered, shall be performed concurrently with the aforementioned work items, during the contract period of performance, without impacting, accelerating, or causing delay or disruption to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

The "Additional Requirements", if required, shall be ordered during the contract period of performance, as may be modified, on the following schedule:

- No more than 75% of the hours (including subcontractor hours) following the 25% schedule point of the
  availability (as measured in days between the "Availability Start Date" and "Availability Completion"
  milestones in Section F of this RFP).
- No more than 50% of the hours (including subcontractor hours) following the 50% schedule point of the
  availability (as measured in days between the "Availability Start Date" and "Availability Completion"
  milestones in Section F of this RFP).
- No more than 25% of the hours (including subcontractor hours) following the 75% point of the
  availability (as measured in days between the "Availability Start Date" and "Availability Completion"
  milestones in Section F of this RFP).
- 6. MILESTONES FOR CERTAIN REPORTS: The contractor shall complete the necessary work associated with the following reports and submit to the Government the required reports in the necessary format and containing the required information as specified in the Work Item no later than due dates indicated (See Below) or be subject to the deductions provided in Attachment J-5 Quality Assurance Surveillance Plan:

Work Item	Due Date	Title	Report Paragraph Number
042-11-003	A-42	Work Package	3.2.1.1,
	A-37	Execution review;	3.2.2.1,
	A-31	accomplish	3.2.3.1,
	A-29	ļ	3.2.4.1
123-10-001	A+54	Tanks and Void Open, Pump, Clean, and Gas Free; accomplish	3.1.3
123-19-001	A+54	Vacuum Collection Holding Tank (VCHT); repair	3.2
123-19-002	A+54	Plumbing Waste Drain Tank; repair	3.2
123-19-003	A+54	Vacuum Collection Holding Tank (VCHT); preserve	3.3
123-19-004	A+54	Plumbing Waste Drain Tank; preserve	3.2
130-11-002	A+54	Aircraft Securing Fitting; replace	3.2.1
243-80-001	A+54	ShipAlt DDG51- 73395D Bulkhead Shaft Seal Upgrade; accomplish	3.3.2.3
245-11-001	A+54	No. One Controllable Pitch Propeller (CPP) Standby Hydraulic	3.1.1, 3.3.5.1

Work Item	Due Date	Title	Report Paragraph Number
		Pump Mechanical	
		Seal; replace	
245-12-001	A+54	Controllable Pitch	3.2, 3.4.3.1
		Propeller (CPP)	
		Attached Hydraulic	•
		Pump Mechanical	
		Seal; replace	
245-12-002	A+54	No. 2 Controllable	3.1.1, 3.3.2, 3.3.6.1
		Pitch Propeller (CPP)	
		Standby Hydraulic	
		Pump and Motor;	
		repair	
251-32-001	A+54	Gas Turbine Generator	3.2.1, 3.4.1
	İ	No. One Intake; repair	1
·····		and preserve	
251-32-002	A+54	Propulsion Gas	3.2.1, 3.4.2.1
		Turbine (GTRB)	
		Number 2B Intake	
		Plenum; repair	
251-32-003	A+54	Propulsion Gas	3.2.1, 3.4.2.1
		Turbine (GTRB)	
		Number 2A Intake	
	<u> </u>	Plenum; repair	
256-71-001	A+54	No. One Seawater	3.4.1.1, 3.5.1, 3.5.2.1
		Cooling Pump	
		Bearings; replace	
259-11-001	A+54	Forward Gas Turbine	3.5, 3.5.2
		(GTRB) Exhaust Duct	
		Collector; repair	
259-11-002	A+54	AFT Gas Turbine	3.5, 3.5.2
		(GTRB) Exhaust Duct	
		Collector; repair	
259-11-003	A+54	No. 2 Ship Service Gas	3.4.1
		Turbine Generator	1
		(SSGTG) Exhaust	
		Collector; repair	
259-11-004	A+54	Propulsion Gas	3.2.1
		Turbine Number 1B	
		Exhaust Nozzle; repair	
259-11-006	A+54	Gas Turbine Exhaust	3.3.1.1
		Duct Bulkhead	5.5.7.1
		Penetration Flange	
		Joint Gasket; replace	
262-31-001	A+54	Main Reduction Gear	3.5.1, 3.6.1
v. vv.		(MRG) Number 2	
		Attached Lube Oil	
		Pump Mechanical	
		Seal; replace	
262-31-002	A+54	Main Reduction Gear	3.5.1, 3.6.1
202-71-002	74.174	(MRG) Number One	J.J.1, J.0.1
		Attached Lube Oil	
		1	
		Pump Mechanical	l

Work Item	Due Date	Title	Report Paragraph Number
		Seal; replace	
262-41-003	A+54	Main Reduction Gear	3.3, 3.6, 3.8.7.2
		(MRG) 1A and 1B	
		Electric Driven Lube	
		Oil Service Pump and	
		Motor; overhaul	
262-41-004	A+54	Main Reduction Gear	3.3, 3.6, 3.8.7.2
		(MRG) 2A and 2B	
		Electric Driven Lube	
		Oil Service Pump and	
		Motor; overhaul	
311-31-001	A+54	Ship Service Gas	3,3,2
311 31 001	1	Turbine Generator	0.5
		(SSGTG) Lube Oil	
		Cooler; chemical	
		Clean	
321-11-001	A+54	Multiple Cable Transit	3.3.1
J21-11-001	A	(MCT); repair	3.5.1
512-11-001	A+54	Galley Exhaust	3.2.1, 3.4.1.1
312-11-001	ATOT	Ventilation; clean	J.Z.1, J.7.1.1
512-11-002	A+54	Laundry Exhaust and	3.2.1, 3.4.1.1
312-11-002	AT34		3.2.1, 3.4.1.1
		Supply Ventilation;	
500 11 001	A+54	Deck Drain and	3.2.1
528-11-001	A+34		3.2.1
561 41 001	11.64	Piping; replace	2 2 2 2
561-11-001	A+54	Ram Assembly,	3.3.2.2
		Hydraulic Cylinder,	
		Rudder (Port); repair	
		and flush	
588-21-002	A+54	Port Helo Hangar Door	3.4.2.1
		Right Angle Drive	
		Gearbox; repair	
624-11-001	A+54	Balanced Joiner Door;	3.1,2
		remove, store and	
		install	
631-10-016	A+54	Compartment Deck;	3.2.1
		preserve	
631-11-001	A+54	Fan Room; repair and	3.1.1, 3.4.1.1
		preserve	
631-11-002	A+54	Fan Room (Pressure	3.1.1
		Zone Number 2) Dirty	1
		Side; repair and	
		preserve	
631-11-013	A+54	Trash Disposal Room;	3.5.1
	1	repair and preserve	
631-11-015	A+54	Deck Covering;	3.3.1
051-11-013	14.77	replace	
631-13-003	A+54	IRS Eductor	3.2.1, 3.3.1
	10.04	Secondary Air Inlet	
		Trunk; repair and	
		preserve	
621 12 014	A+54	Fan Room; preserve	3.3.1, 3.4.1
631-13-014	I ATJ4	1 ran room, preserve	1 2.2.1, 2.4.1

Work Item	Due Date	Title	Report Paragraph Number
		and repair	
631-21-001	A+54	Peel and Stick Non- Skid; install	3.2.1
634-11-004	A+54	Forecastle Non-Skid; replace	3.3.1, 3.4.1, 3.5.1.1
634-11-006	A+54	Ammunition 5 Inch Hoist Platform Non- Skid; replace	3.2.1
634-11-008	A+54	Director Deck Peel and Stick Non-Skid; replace	3.1.1, 3.2.1, 3.5.1.1
634-11-013	A+54	Deck Covering, Non- Skid; replace	3.2.1, 3.3.1
634-21-004	A+54	Flight Deck and Recovery Assist, Securing and Traversing (RAST) System; clean and preserve	3.2.1, 3.3.1, 3.4.1, 3.5.1, 3.6.1, 3.9.2.1
721-31-001	A+54	Vertical Launch System (VLS), MK 41 Launcher Top and Uptake Hatch; preserve	3.4.1, 3.5.1, 3.6.1, 3.8.1
992-11-009	A-14 A+14	Pierside T-1 Line; provide	3.1.4.2
993-31-001	A+14	AN/SPY-1D Antenna Protective Cover; install	3.2.1.1, 3.6.3
993-31-003	A+14	Temporary Main Reduction Gear (MRG) Dehumidifier System; provide	3.4, 3.5.1, 3.6.6.1, 3.6.12.1, 3.7.3.1

- 7. PLACE OF PERFORMANCE: Government facilities are temporarily available for this requirement between A+0 and A+14. The USS PINCKNEY (DDG 91) will move to the contractor's facility on 26 February 2017. Offerors shall specify the place of performance in their proposal cover letter.
  - 7.1 While the USS PINCKNEY (DDG 91) is at Naval Base San Diego, between A+0 and A+14, the Government will be defueling and removing compensating water and remaining liquids from JP-5 tanks, and tank groups 3, 4, 5, and 6.

# CLAUSES INCORPORATED BY FULL TEXT

- 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)
- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$143,540 per calendar day of delay. The liquidated damages shall not exceed 10% of the initial delivery order price.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service

clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

# HQ F-2-0006 MILESTONES (NAVSEA) (SEP 1990)

(a) The Government has established dates for the successful accomplishment of the following major job order milestones. These dates shall be reflected in the Contractor's schedule (pre-award data).

See schedule under Section F - Deliveries or Performance.

- (b) The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed above.
- (c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(2) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009).

### Section G - Contract Administration Data

### ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00004281154 AMOUNT (01/4)

BA: 1781804 70BA 257 55262 R 068688 2D QD0133 552628002QMP AMOUNT (D) (-1)

BB: 1781894 70BA 257 55262 R 068688 2D QD0138 5526280032CP AMOUNT (b) (4)

CA: 1781804 8B5B 257 VU021 0 050120 2D 000000 A00004309132 AMOUNT D1(D)

CB: 1781810 A2DB 310 WS050 0 050120 2D 000000 A00004272398 AMOUNT

CC: 1771810 A4UU 257 WS010 0 050120 2D 000000 A00004277313 AMOUNT: (3) (4)

CD: 1781810 81GB 257 VU021 0 050120 2D 000000 A00004295842 AMOUNT

CE: 97X4930 NH1K 257 77777 0 050120 2F 000000 A00004292170 AMOUNT:

CF: 1781804 8U2N 251 V5P00 0 050120 2D 000000 A00004273654 AMOUNT(D) (4)

ACRN	CLIN/SLIN	CIN	
AA	0004CA	N6600118RX00013	
BA	0004AA	N5526218RQD0133	
BB	0004AB	N5526218RQD0138	
CA	0004BA	N0002418RX00222	
CB	0004BB	N0002418RX00147	
CC	0004BC	N0002418RX00158	
CD	0004BD	N0002418RX00201	
CE	0004BE	N6339418RX00029	
CF	0004BF	N0002418RX00149	



### CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause-

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

# Invoice and Receiving Report Combo (FFP Supply)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

# Inspection: Destination - N55262; Acceptance: Destination - N55262

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

# Routing Data Table

•	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00024
Admin DoDAAC	N55236
Inspect By DoDAAC	N55262
Ship To Code	N55262
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N55262
Accept at Other DoDAAC	N/A
LPO DoDAAC	N55262
DCAA Auditor DoDAAC	N/A

Other DoDAAC(s)	N/A

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Program Manager: (0) (0)	
Administrative Contracting Officer: (6)	
Contract Specialist: (b) (6)	

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

SWRMC WAWF POC: (D) (D)	or th
NAVSEA WAWF POC: (b) (6)	

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

### Section H - Special Contract Requirements

See applicable Terms and Conditions included in contract N00024-16-D-4418 and filled in clauses included in Attachment J-3.

# 5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

### (a) GENERAL

- (1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.
- (2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.
  - (3) Materials contained in ship systems are not waste until after removal from the system.

### (b) IDENTIFICATION OF HAZARDOUS WASTES

Work Item 077-11-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

# (c) GENERATOR IDENTIFICATION NUMBERS

- (1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.
- (2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.
- (3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.
- (4) Notwithstanding paragraphs (c)(1) (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

- (5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.
- (6) Hazardous Waste Manifests For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the (See Work Item 077-11-001) for completion after the hazardous waste has been identified.
- (7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify (See Work Item 077-11-001) within 3 business days of receipt of written notification by the State. After obtaining (See Work Item 077-11-001) approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to (See Work Item 077-11-001) for completion.

# Section I - Contract Clauses

See applicable Terms and Conditions included in contract N00024-16-D-4418, and filled in clauses included in Attachment J-3.

# CLAUSES INCORPORATED BY FULL TEXT

# 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (SEP 2009)

The Government may require the delivery of the numbered line items, identified in the Schedule as option items, in the quantity and at the prices stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Options shall be exercised, if at all, by written notice(s) signed by the Contracting Officer and sent within the times specified below:

# ITEM(S) LATEST OPTION EXERCISE DATE

Work Item	Title	Latest Exercise Option Date	A - Date
980-90-001	ShipAlt DDG51-87402K SSEE INC F AS4293A Upgrade, Alteration Install Team (AIT) Support Service; provide	13-Jan-18	A-30
980-90-004	OrdAlt 83135K Close In Weapon System (CIWS) Cable Reliability Improvements, Alteration Installation Team (AIT) Support Service; provide	23-Jan-18	A-20
980-90-005	ShipAlt DDG51-85030K, Global Broadcasting Service (GBS) Below Deck Rack, Alteration Installation Team (AIT) Support Service; provide	13-Jan-18	A-30
980-90-008	ShipAlt 79719K AN/SRQ-4 Alteration Installation Team (AIT) Support Service; provide	23-Jan-18	A-20
980-90-012	DDG51 Class MK45 OrdAlts 70078, 70227, 70289, 70920, 70921, 77862, 83489, Alteration Installation Team (AIT) Support Service; provide	23-Jan-18	A-20
980-90-013	ShipAlt DDG51-86938K, S-IBS Technical Refresh Upgrade, Alteration Installation Team (AIT) Support Service; provide	23-Jan-18	A-20

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# Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY CLIN UNDEFINED 01(4) Number 0007 EXERCISED FFP DOs OPT PERIOD 2 OPTION FFP ACCOMPLISH FIXED PRICE DELIVERY ORDERS FOR SCHEDULED AVAILABILITIES AND/OR EMERGENT MAINTENANCE. MODERNIZATION AND REPAIR.

PURCHASE REQUEST NUMBER: MULTIPLE

SEE NOTES INDICATED BELOW IN SECTION B.

AX

**NET AMT** 

N00024-16-D-4416 N5523618F5067 Page 3 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT QUANTITY CLIN 1 0/(4) Lot (b) (4) Number 0007AA USS STERETT (DDG 104) FY18 DSRA TYCOM TYCOM Basic Work Items less NAVSEA 992-11-009 Proration for Work Item 472-90-001 Operation & Maintenance (OMN) Attachment J-3 from the DO RFP 0049 identifies the specific TYCOM-funded NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: J999 AXb) (4) **NET AMT** ACRN AA

CIN: N5526218RQD0479

N00024-16-D-4416 N5523618F5067 Page 4 of 47

ITEM NO SUPPLIES SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

CLIN
Number
0007AB

EXERCISED USS STERETT (DDG 104) FY18 DSRA TYCOM OPTION FEB

OPTION: LEVEL OF EFFORT TO COMPLETION - GROWTH

RESERVATION (See NOTE A)

TYCOM WORK ITEMS

Operation & Maintenance (OMN)

Attachment J-3 from the DO RFP 0049 identifies the specific TYCOM-funded

work items

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: J999

AX (b) (4) NET AMT

ACRN AA

CIN: N5526218RQD0479

(b) (~)

N00024-16-D-4416 N5523618F5067 Page 5 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY CLIN 1 Lot (b) (4) (b) (4)Number 0007AC EXERCISED USS STERETT (DDG 104) FY18 DSRA TYCOM OPTION OPTION WORK ITEMS: TYCOM FUNDED Operation & Maintenance (OMN) Attachment J-3 from the DO RFP 0049 identifies the specific TYCOM-funded option work items NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: J999 AX**NET AMT** 

ACRN AA

CIN: N5526218RQD0479

N00024-16-D-4416 N5523618F5067 Page 6 of 47

UNIT **UNIT PRICE** ITEM NO SUPPLIES SERVICES MAX MAX AMOUNT QUANTITY CLIN 1 Lot (b) (4) Number 0007AD

> USS STERETT (DDG 104) FY18 DSRA SPAWAR BASIC WORK ITEMS: SPAWAR Funded Work Item 441-90-001 Other Procurement (OPN)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: N059

AX

**NET AMT** 

(E) (G)

ACRN BA CIN: N6600118WX00964

N00024-16-D-4416 N5523618F5067 Page 7 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

CLIN
Number
0007AE

MAX UNIT UNIT PRICE MAX AMOUNT

(b) (4)

USS STERETT (DDG 104) FY18 DSRA SPAWAR

BASIC WORK ITEMS: SPAWAR Funded Work Item 980-90-004

Other Procurement (OPN)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination

PSC CD: N059

AX

**NET AMT** 

(b) (4)

ACRN BB

CIN: N6600118WX00965

(b) (4)

N00024-16-D-4416 N5523618F5067 Page 8 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

CLIN 1 Lot (b) (4)

Number 0007AF

USS STERETT (DDG 104) FY18 DSRA SPAWAR

BASIC WORK ITEMS: SPAWAR Funded Work Item 980-90-005 Other Procurement (OPN)

NOTE: The requirements in DFARS 252.211-7003. Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: N059

ΑX

**NET AMT** 

\_\_\_\_

ACRN BC

CIN: N6600118WX00967

N00024-16-D-4416 N5523618F5067 Page 9 of 47

ITEM NO SUPPLIES/SERVICES
CLIN
Number

0007AG

MAX QUANTITY 1 UNIT Lot

UNIT PRICE

MAX AMOUNT

(b) (4)

USS STERETT (DDG 104) FY18 DSRA SPAWAR

FFP

BASIC WORK ITEMS: SPAWAR Funded Work Item 980-90-007

Other Procurement (OPN)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: N059

ΑX

**NET AMT** 

(b)(4)

ACRN BD

CIN: N6600118WX00966

(b) (4)

N00024-16-D-4416 N5523618F5067 Page 10 of 47

ITEM NO SUPPLIES:SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

CLIN 1 Lot (b) (4)

Number 0007AH

USS STERETT (DDG 104) FY18 DSRA NAVSEA

FFP

BASIC WORK ITEMS: NAVSEA Funded Work Items 980-90-001, 980-90-003, and 992-11-012

Other Procurement (OPN)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: J999

AX (b) (d)

NET AMT

ACRN CA CIN: N0002418RX00789

(0) (1)

**UNIT PRICE** MAX AMOUNT QUANTITY CLIN 1 Lot Number 0007AJ USS STERETT (DDG 104) FY18 DSRA NAVSEA BASIC WORK ITEMS: NAVSEA Funded Work Item 472-90-001 and Proration for Temp. Services WI 992-11-009 Other Procurement (OPN) NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: N020 AX**NET AMT** ACRN CB CIN: N0002418RX00774 ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY CLIN 1 Lot Number 0007AK OPTION USS STERETT (DDG 104) FY18 DSRA NAVSEA OPTION WORK ITEM: NAVSEA Funded Work Item 463-90-001 Other Procurement (OPN) NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: J999 AX**NET AMT** 

ITEM NO

SUPPLIES/SERVICES

MAX

UNIT

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

CLIN 1 Lot (b) (4)

Number 0007AL

OPTION USS STERETT (DDG 104) FY18 DSRA NAVSEA

FFP

OPTION WORK ITEM: NAVSEA Funded Work Item 980-90-001

Other Procurement (OPN)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: J999

AX (b) (4)

NET AMT

N00024-16-D-4416 N5523618F5067 Page 13 of 47

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **OUANTITY** CLIN 1 Lot Number 0007AM OPTION USS STERETT (DDG 104) FY18 DSRA NAVSEA OPTION WORK ITEM: NAVSEA Funded Work Item 980-90-002 Other Procurement (OPN) NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: J999 AX **NET AMT** ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT **OUANTITY** (b)(4)b) (4) CLIN 1 Lot Number 0007AN USS STERETT (DDG 104) FY18 DSRA TYCOM FFP TYCOM-HAB Basic Work Item: 643-11-002 Operation & Maintenance (OMN) NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: J999 AX **NET AMT** ACRN AB CIN: N5526218RQD0478

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT **QUANTITY** b) (4) CLIN 1 Lot Number 0007AP OPTION USS STERETT (DDG 104) FY18 DSRA NAVSEA

**FFP** 

OPTION WORK ITEM: NAVSEA Funded Work Item 980-90-008

Other Procurement (OPN)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: J999

> AX**NET AMT**

N00024-16-D-4416 N5523618F5067 Page 15 of 47

**UNIT PRICE** MAX AMOUNT **QUANTITY** CLIN 1 Lot (b)(4)Number 0007AQ OPTION USS STERETT (DDG 104) FY18 DSRA NAVSEA OPTION WORK ITEM: NAVSEA Funded Work Item 980-90-002 Other Procurement (OPN) NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: J999 AX NET AMT ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** CLIN i Lot Number 0007AR OPTION USS STERETT (DDG 104) FY18 DSRA TYCOM OPTION: TYCOM funded Dry Dock Extension up to 30 Days. See Section B Paragraph 5 NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: J999 AX **NET AMT** 

UNIT

ITEM NO

SUPPLIES/SERVICES

MAX

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

CLIN 1 Lot D) (4) (5) (4)

Number 0007AS

EXERCISED

USS STERETT (DDG 104) FY18 DSRA TYCOM

OPTION FFP

OPTION: LEVEL OF EFFORT TO COMPLETION - GROWTH

RESERVATION

(See NOTE A) TYCOM-HAB Work Item 643-11-002

Operation & Maintenance (OMN)

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: J999

ΑX

NET AMT

(b)(4)

ACRN AB

CIN: N5526218RQD0478

ITEM NO SUPPLIES/SERVICES

MAX QUANTITY 1 UNIT

UNIT PRICE

MAX AMOUNT

CLIN Number 0009 Lot

(b)(4)

USS STERETT (DDG 1040 FY18 DSRA CDRLs

AS APPLICABLE. THE CONTRACTOR SHALL MEET THE REQUIREMENTS OUTLINED IN THE CONTRACT DATA REQUIREMENTS LISTS (CDRLS) PROVIDED AS EXHIBITS A,B, AND C. SEE NOTES INDICATED BELOW IN SECTION B. THIS IS (b) (4) CLIN. DELIVERY ORDER NUMBER:

N5523618F5067

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: J999

AX

**NET AMT** 

# NOTE A: LEVEL OF EFFORT TO COMPLETION - GROWTH RESERVATION

- a) The Contractor agrees to provide the Level of Effort to Completion for growth reservation of 37,645 manhours and \$363,119 materials (this does not include the contractor's material burden) in the performance of sub line item numbers (SLINs) 0007AB and 0007AS, as priced on Attachment J-3 Growth tab. Level of Effort to Completion growth reservation is for within scope growth of the basic work package and will be tasked via Reservation Task Request/Control Form (RTR). The total Level of Effort to Completion is determined by the total value of all negotiated RTRs and may not exceed the total dollar value of the Level of Effort to Completion listed under SLINs 0007AB and 0007AS. Upon settlement of each RTR, the agreed to Level of Effort shall convert to a Completion Effort. The total Level of Effort to Completion for the performance of SLINs 0007AB and 0007AS shall be manhours of direct labor and the associated physical material required to support that labor and effort. The mix of labor and material may be adjusted, but shall not exceed the dollar value identified in SLINs 0007AB and 0007AS.
- b) The growth reservation manhours and material dollar requirements listed in Section B, Note A, and Section B, Paragraph 7, are a part of this order under the original solicitation and award. RTRs shall be priced in accordance with Section B, Note B of this Delivery Order. The balance of hours and material dollars remaining after negotiations have concluded, and when it is evident that no additional growth work will be tasked, is subject to a decrease change order. The information received in the consolidated final report required by Section B, Paragraph 7, will be used by the Administrative Contracting Officer in the issuance of one contract modification, which will be a final settlement for all growth reservation under SLINs 0007AB and 0007AS. The growth reservation in the contract is not to be considered Time and Material or a Level of Effort. This reservation is Level of Effort to Completion. Once the scope of work, manhours, and

material dollars required to accomplish the RTR has been mutually agreed to, neither party will be entitled to an additional adjustment based on actual manhours or material dollars incurred. Therefore, the contract scope identified on the RTR form represents a fixed agreement, and the contractor has no authority to exceed that scope. Each RTR shall receive approval by, the Navy Project Manager and the Administrative Contracting Officer.

# **NOTE B: GROWTH RESERVATION**

The growth reservation manhours and material dollar requirements listed in the Level of Effort to Completion Option SLINs are a part of this contract under the original solicitation and award. The manhour reservation shall include both prime contractor and subcontractor efforts. The balance of hours and material remaining in the reservation items after negotiations have concluded, and when it is evident that no additional work will be tasked, is subject to a decrease change order. Only actual production manhours expended will be considered towards the contractor's obligation to provide the defined reservation manhour effort. While supervision, quality assurance, and other nonproduction labor should be included in the pricing for reservation items in the original bid, they shall not count towards satisfying the contractor's obligation to provide reserved manhours. The manhour reservation shall not include any allowance for technical representatives or for any other Government directed source unless specifically addressed in the individual Work Item. Material dollars shall be based on actual costs to the Contractor of acquiring the materials provided. Material dollars may include freight or duties which would be reflected on the invoice for the material. The Contractor shall not be allowed to add material handling charges, overhead (including G&A), or profit into the actual cost of materials expended toward the reservation. The information received in the consolidated final report required by Section B Paragraph 7 will be used by the Contracting Officer in the issuance of one contract modification, which will be a final settlement for all reservation Work Items. The reservations listed in the individual Work Items are not to be considered Time and Material or a Level of Effort. Once the scope of work for a task has been listed and a mutually agreeable number of manhours or materials has been agreed to, neither party will be entitled to an adjustment based on actual manhours or material dollars required. Each task shall receive approval by, the Navy Project Manager and the Administrative Contracting Officer (ACO).

- 1. <u>TYPE OF ORDER</u>: This Delivery Order is Firm-Fixed Price and will be awarded under CLIN 0007. CLIN 0007 is the offeror's total awarded price which equals the sum of all work items, inclusive of all base and option items (if applicable), listed on attachment J-3.
- 2. SCHEDULE OF PRICES / RATES: SHIP REPAIR LABOR RATE (FULLY BURDENED)
  - 2.1 The Contractor's fully burdened Ship Repair Labor and Material Burden Rates as provided in submitted proposals and specified below in paragraph 2.2shall be used for negotiating growth work to be performed under this Delivery Order. These rates shall be applicable throughout the entire availability, including any extensions. Labor and material burden rates proposed for the Delivery Order shall not exceed ceilings provided in the basic contract.
  - 2.2 Proposed Labor and Material Burden Rates:

Labor: (b) (4)
Material: (b)

- OPTION ITEMS: The following work items will be incorporated into the Delivery Order as option items under CLIN 0007.
  - 3.1 Offerors shall include pricing for all option items under Work-item level breakdown spreadsheet (attachment J-3). Option items are evaluated as part of total price under CLIN 0007.

# 3.2 Option items will be included in the integrated work schedules submitted as part of the non-price proposals.

Work Item	Title	Latest Exercise Option Date	A - Date
110-11-001	Underwater Hull; inspect and repair	15-Nov-18	A+41
110-11-002	Freeboard, inspect and repair	15-Nov-18	A+41
123-11-006	Compensated Fuel Tank Group 6; preserve (touch up)	15-Nov-18	A+41
123-11-007	Compensated Fuel Oil Tank Group One; preserve	15-Nov-18	A+41
123-11-015	Compensated Fuel Tank Group One; repair	15-Nov-18	A+41
123-11-019	Compensated Fuel Tank Group 2; repair	15-Nov-18	A+41
123-11-021	Compensated Fuel Oil Tank Group 3; repair	15-Nov-18	A+41
123-11-022	Compensated Fuel Oil Tank Group 4; repair	15-Nov-18	A+41
123-12-002	JP-5 Tank; repair	15-Nov-18	A+41
123-19-001	Waste Water Tank; repair	15-Nov-18	A+41
130-11-001	Aircraft Securing Fitting; replace	15-Nov-18	A+41
161-11-001	Strut; inspect and repair	15-Nov-18	A+41

Work Item	Title	Latest Exercise Option Date	A - Date
167-11-001	Bolted Equipment Removal Plate (BERP); repair	15-Nov-18	A+41
244-11-002	Shaft Strut Barrel Bearing Lands and Waterborne Shaft Strut Bearing Assemblies; repair	15-Nov-18	A÷41
636-11-001	Sonar Dome Hull Damping; preserve and replace	15-Nov-18	A+41
993-21-002	AN/SPY-1 Antenna Array Face Resurface Support Service; provide	15-Nov-18	A+41
	ShipAlt DDG51-85032K AN/SQQ-89A(V)15 with TI-14 Hardware, ShipAlt DDG51-89226K Addition of Unit, ShipAlt DDG51-86222K NGF Backfit Phase II, ShipAlt DDG51-86644K USW-DSS AN/UYQ-100(V)3, Alteration Installation Team (AIT) Support Service; provide (SEA 21)	15-Nov-18	A+41
	OrdAlt 70921K, Breech Partially Closed valve; OrdAlt 77862K, Snubber; OrdAlt 83489K Servo I/O Obsolescence; Alteration Installation Team (AIT) Support Service; provide (SEA 21)	15-Nov-18	A+41
	OrdAlt 83135K, CIWS Cable Reliability Improvement, Alteration Installation Team (AIT) 0-00-002 Support Service; provide (SEA 21)		A+41
	ShipAlt DDG51-77543K, Improve Point Detection System- Lifecycle Replacement (IPDS-LR), Alteration Installation Team (AIT) Support Services; provide (SEA 21)	15-Nov-18	A+41
	ShipAlt EC DDG51-81488K, Replace Self- Contained Breathing Apparatus, Alteration Installation Team (AIT) Support Service: accomplish (SEA 21)	15-Nov-18	A+41

- CDRLS specified under this Delivery Order will be provided under CLIN 0009. CLIN 0009 is Not Separately Priced.

6. The Contractor shall schedule the performance of all items in the USS STERETT DSRA work package, including work items included as both Base and Option items, so as to permit up to a 25% contract scope increase (measured as the price increase as a percentage of the awarded value of the Availability's Base and Option items) to be performed as "Additional Requirements" (including growth and new work). The contractor agrees that these Additional Requirements, if ordered, shall be performed concurrently with the aforementioned work items, during the contract period of performance, without impacting, accelerating, or causing delay or disruption to the work required by the aforementioned work items, to any other Government contract, or to any other work in progress for the Government.

The "Additional Requirements", if required, shall be ordered during the contract period of performance, as may be modified, on the following schedule:

- No more than 75% of the value following the 25% schedule point the availability (as measured in days between the "Docking" and "PCD" milestones in section F.1.).
- No more than 50% of the value following the 50% schedule point the availability (as measured in days between the "Docking" and "PCD" milestones in section F.1.).
- No more than 25% of the value following the 75% schedule point the availability (as measured in days between the "Docking" and "PCD" milestones in section F.1.).
- 7. ACCOUNTABILITY OF LEVEL OF EFFORT TO COMPLETION MANHOUR AND MATERIAL RESERVATION
  - 7.1 Accomplish the following, in addition to the specific requirements of Section B, NOTE A and Section C. Paragraph 7, to include the growth reservation of manhours and material dollars identified under SLINs 0007AB and 0007AS.
  - 7.2 The contractor shall submit one legible copy, in approved transferrable media, of a weekly report listing all RTRs authorized to date under SLINs 0007AB and 0007AS to the Administrative Contracting Officer and Project Manager.
  - 7.2.1 The report shall contain the following: Work Item number; RTR Form number; total original manhours. material dollars and costs obligated under SLINs 0007AB and 0007AS; the manhour, material dollars, and costs negotiated for each authorized RTR tasking; and the remaining balances of manhours, material dollars and costs.
  - 7.3 The contractor shall submit one legible copy, in approved transferrable media, of a final report no later than five days after completion of the availability to the Administrative Contracting Officer and Project Manager.
  - 7.3.1 The report shall contain the same information specified in Paragraph 7.2.1.
  - 7.4 The information received in the consolidated final report of Paragraph 7.3 will be used by the Administrative Contracting Officer in the issuance of one contract modification, which will be a final settlement for all reservation Work Items. The balance of hours and material remaining in SLINs 0007AB and 0007AS after negotiations have concluded, and when it is evident that no additional growth work will be tasked, is subject to a decrease change order.
  - 7.5 A Technical Direction Letter will be issued on a weekly basis to adjudicate all authorized RTR taskings in order to permit the contractor to invoice progress against the total cost of the authorized manhours and material dollars under SLINs 0007AB and 0007AS.
- 8. PRICING: The break-down for pricing of base work items under this Delivery Order is as follows:

DO#	SCLIN	ACRN	WORK ITEM	DESCRIPTION	TOTAL
		<u> </u>	1		

DO#	SCLIN	ACRN	WORK ITEM	DESCRIPTION	TOTAL
N5523618F5067	0007AA	AA	TYCOM BASE	TYCOM BASE LESS NAVSEA PRORATIONS FOR 992-11-009	(b) (4)
N5523618F5067	0007AA	AA		LESS NAVSEA 992-11-009 PRORATION FOR 472-90-001	
N5523618F5067			Sub Total:		
N5523618F5067	0007AB	AA		TYCOM LOE GROWTH RESERVATION	
N5523618F5067	<del> </del>		Sub Total:		
N5523618F5067	0007AC	AA		TYCOM OPTION ITEMS	
N5523618F5067		***************************************	Sub Total:		
N5523618F5067	0007AN	AB		TYCOM HAB	
N5523618F5067			Sub Total:		
N5523618F5067	0007AS	AB		TYCOM-HAB LOE GROWTH RESERVATION	
N5523618F5067			Sub Total:		
N5523618F5067	0007AD	BA	441-90-001	SPAWAR	
N5523618F5067		<del></del>	Sub Total:		
N5523618F5067	0007AE	BB	980-90-004	SPAWAR	
N5523618F5067			Sub Total:		
N5523618F5067	0007AF	BC	980-90-005	SPAWAR	
N5523618F5067	0007AF	BC	Sub Total:		
N5523618F5067	0007AG	BD	980-90-007	SPAWAR	
N5523618F5067	0007AG	BD	Sub Total:		
N5523618F5067	0007AH	CA	980-90-001, 980-90- 003, 992-11-012	NAVSEA	
N5523618F5067			Sub Total:		
N5523618F5067	0007AJ	СВ	472-90-001	NAVSEA	
N5523618F5067	0007AJ	СВ		NAVSEA 992-11-009 PRORATION FOR 472-90-001	
N5523618F5067			Sub Total:		
N5523618F5067			<u> </u>	CTION TOTAL:	\$45,892,579

# Section C - Descriptions and Specifications

See applicable Terms and Conditions included in contract N00024-16-D-4416 and filled in clauses included in Attachment J-6.

1. <u>DESCRIPTION: Item 0007</u>: The Contractor shall prepare for and accomplish maintenance, modernization and repair to the USS STERETT (DDG 104) during the DSRA in accordance with Attachment J-1: Work Item Specification Package No. SSP TPPC-DDG104-SWRMC19-CN01, Attachment J-2: Plans, Drawings and Other Documentation Referenced in the Conformed Specification Package, and the applicable terms and conditions of contracts N00024-16-D-4416, N00024-16-D-4417, and N00024-16-D-4418 and this Delivery Order. The base items are those work items labeled as base items in attachment J-3.

Category I NAVSEA FY18 Standard Items Change 2 are applicable to all items without further reference. Category II NAVSEA FY18 Standard Items are applicable when invoked and/or referenced in individual work items specified in Attachment J-1.

NAVSEA Standard items may be found at:

http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC.aspx

- CONTRACT DATA REQUIREMENTS LIST (CDRLs) FOR ITEM 0009: The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A, B and C attached to the basic contract. The specific CDRLs required to be provided are as follows:
  - a. A001 SMALL BUSINESS SUBCONTRACTORS REPORT
  - b. A002 CONDITION FOUND REPORT (CFR)
  - c. A003 REQUEST FOR CONTRACT CHANGE (RCC) REPORT
  - d. A004 LIAISON ACTION REQUEST
  - e. A005 PURCHASE ORDER (PO)
  - f. A006 QUALIFIED ASSURANCE PROGRAM PLAN QUALITY SYSTEM
  - g. <u>A007 QUALIFIED ASSURANCE PROGRAM PLAN FIRE</u> PREVENTION/HOUSEKEEPING
  - h. A008 QUALIFIED ASSURANCE PROGRAM PLAN PROCESS CONTROL PROCEDURE (PCP)
  - i. A009 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS
  - j. <u>A010 TECHNICAL REPORT STUDY/SERVICES WELDING FABRICATION, AND INSPECTION REQUIREMENTS</u>
  - k. <u>A011 STATUS OF GOVERNMENT FURNISHED EQUIPMENT (GFE)REPORT GOVERNMENT PROPERTY</u>
  - A012 KEY EVENTS SCHEDULE
  - m. A013 PERFORMANCE AND COST REPORT
  - n. A014 WEIGHT AND STABILITY REPORTS FOR IN-SERVICE SURFACE SHIPS
  - o. <u>B001 LOGISTICS MANAGEMENT INFORMATION PROVISIONING PARTS LIST (PPL.)</u>
  - p. B003 LOGISTICS MANAGEMENT INFORMATION DESIGN CHANGE NOTICE (DCN)
  - q. <u>B004 LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS INTERIN SUPPORT ITEMS LIST (ISIL)</u>
  - r. <u>B006 LOGISTICS MANAGEMENT INFORMATION (LMI) COMPONENT IDENTIFICATION DATA FOR ADVANCE RIC</u>
  - s. <u>B007 SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION SI 009-19:</u> <u>PROVISIONING TECHNICAL DOCUMENTATION (PTD)</u>
  - t. B008 LOGISTICS PRODUCT DATA SI 009-21: LOGISTICS AND TECHNICAL DATA
  - u. <u>B009 LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARY DEMAND ONLY TRANSACTION (DHA) REPORT</u>
  - v. C001 COMMERCIAL OFF THE SHELF (COTS) EQUIPMENT MANUAL SUPPORT

- w. C002 TECH MANUAL CONTRACT REQUIREMENTS (TMCR) HULL, MECH & FLEC EQUIPMENT TECH MAN REQ SI 009-41: TMCR FOR A TOPICALLY STRUCTURED TECH MANUAL
- 3. The contractor is responsible for all environmental, safety and other technical type requirements provided in specification package SSP: TPPC-DDG104-SWRMC19-CN01.
- 4. The Contractor shall provide an inventory system for both GFP and Contractor Furnished Material, including ordering, tagging and warehousing of all material at time of arrival.
- 5. The Contractor shall provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alteration of FY18 USS STERETT (DDG 104) Dry-dock Selected Restricted Availability (DSRA) within the availability dates herein.
- 6. The contractor shall provide all Change Order Price Analysis (COPA) proposals in response to Request for Contract Changes (RCC) within five (5) business days. If circumstances arise where the contractor is unable to submit a COPA within five (5) business days, the contractor shall notify the Government in writing of the specific circumstances and provide a date in which a COPA will be submitted. The contractor's timeliness in submitting COPAs in response to RCCs will be evaluated in CPARS and utilized for past performance ratings on future Delivery Orders. Notification of late submission of COPA does not exempt the contractor from meeting the five (5) business day requirement, but will be considered by the Government when conducting a CPARS evaluation. In addition, pricing of contractor proposals submitted in response to RCCs shall not expire for a period of less than ten days (10) business days after submission to the Government to allow sufficient time for evaluation and if required negotiations.
- 7. The Contractor shall provide all RTR proposals in response to RTRs within five (5) business days. If circumstances arise where the Contractor is unable to submit a RTR Form within five (5) business days, the Contractor shall notify the Government in writing of the specific circumstances and provide a date in which a RTR Form will be submitted. The contractor's timeliness in submitting completed RTR Forms in response to RTRs will be evaluated in CPARS and utilized for past performance ratings on future Delivery Orders. Notification of late submission of RTR Forms does not exempt the contractor from meeting the five (5) business day requirement, but will be considered by the Government when conducting a CPARS evaluation. The contractor shall list on the RTR Form any specific terms and conditions related to completion of the growth work to include impact to milestones, sequencing of adjacent work items, and revised completion date for impacted work items. If such items are not listed on the RTR Form (where applicable), the RTR Form will not be considered "timely" received. The RTR Form shall include at a minimum:
  - a. Labor hours to be performed by the Prime Contractor to include the trade and labor hour mix
  - b. Material Quote\* (If Applicable)
  - c. Subcontractor Quote\*\* (If Applicable)
  - d. Mark-Up
    - \*Material quote shall include the part number, description, unit cost, quantities, total cost, and vendor quotes for each line item.
    - \*\*Subcontractor quotes shall include labor hours, labor rate, material (part number, description, unit cost, quantity, total cost, and vendor quotes for each line item), and tiered subcontractor quotes (if applicable).

An RTR Form missing any of the required information listed above will be rejected by the Administrative Contracting Officer/Contract Specialist (ACO/CS) with time continuing to accrue. Once accepted by the ACO/CS, pricing of contractor RTR Form submitted in response to RTRs shall not expire for a period of less than ten (10) business days after submission to the Government to allow sufficient time for evaluation and, if required, negotiations.

- 8. All documentation/reports received after 1400 local time will count as received the following business day for the government and contractor.
- 9. FIRE PREVENTION: The Contractor will meet requirements of the NAVSEA Industrial Ship Safety Manual for Fire Prevention and Response (8010 Manual) and NAVSEA Standard Item FY18 Including CH-3 009-08. The Contractor will account for required fire drills in the proposed work schedule. For work at the Contractor facility, no additional requirements beyond NAVSEA Standard Item 009-08 will be invoked by Naval Supervisory Authority nor levied by the Contractor for fire protection services. Per NFPA Standard 312. Contractors must use their own standard operating procedure for fire protection services, whether by their own resources or through an existing agreement with local firefighters.
- 10.PAINT ABATEMENT: Paint abatement, to include removal of hot paint, will be conducted in accordance with NAVSEA Standard Item 009-32. Paint abatement will be included as part of pricing for all proposals and is not subject to additional growth.

#### 11.QUALITY ASSURANCE:

- a. QUALITY ASSURANCE PROGRAM The Contractor shall provide and maintain a quality assurance program acceptable to the Government, and shall perform or have performed the inspections and tests pursuant to that program to substantiate that the material and workmanship provided pursuant to the job order conform to the drawings, specifications, job orders, and contract requirements listed herein. The Contractor's quality assurance program shall be in accordance with that set forth in Standard Item 009-04. In addition to its rights under Clause 252.217-7005, the Government shall have the right to deem work or material furnished by the Contractor to be incomplete and not in accordance with the requirements of the job order by reason of the Contractor's failure to comply with the requirements of its quality assurance program and, as such, the Contractor shall not be entitled to progress payments for said work and material.
- 12. INTEGRATED PRODUCTION SCHEDULE DEVELOPMENT, UPDATE. AND REVIEWS In support of NAVSEA Standard Item requirements and to confirm the contractor has all available input for development of the Integrated Production Schedule, including the development of the Integrated Work Package. Production Schedule, Integration of O, I and D level Work, Integration of AIT and SHIPALT requirements and any other contractor assigned or Third Party work scheduled for accomplishment concurrent with the CNO availability, the contractor shall, with the Regional Maintenance Center (RMC), conduct the Work Package Execution Review (WPER). The RMC will schedule the WPER per the JFMM Milestones either as a separate event or concurrent with an Integrated Project Team Development (IPTD) event no later than A-30 for CNO availabilities. This review shall be accomplished following the Joint Fleet Maintenance Manual, Volume II. Integrated Fleet Maintenance requirements including the Critical Time Period, First 100 Hour Plan. Final 100 Hour plan and identify any schedule or scope impact. See Appendix E of the JFMM II-1-2E-1. The JFMM can be found at <a href="http://www.submepp.navy.mil/jfmm/index.htm">http://www.submepp.navy.mil/jfmm/index.htm</a>. The successful offeror shall attend the WPER and Arrival conference events. The exact date, time and location of the Arrival Conference/WPER events will be scheduled as directed by the SUPERVISOR.

The Contractor shall formally present its Integrated Production Schedule to the Navy Supervisory Authority (NSA) at the WPER, Start of the Availability, 25% complete conference, 50% complete conference, 75% complete conference, production completion meetings, and for pre Sea Trials requirements. The Integrated Production Schedule shall include Alteration Installation Teams (AIT). Government-Contracted Third Party Maintenance Providers, Ship's Force, Commercial Industrial Services (CIS), and Fleet Maintenance Activity (FMA) work to the maximum extent this information is available. At each meeting, the contractor shall present and explain, at a minimum, the following information:

- The Contractor's latest, Government approved. Integrated Production Schedule created in full compliance with Standard Item 009-60.
- ii. The Contractor's current progress in preparing for and/or executing the Availability in accordance with their Integrated Production Schedule. The Contractor shall provide an

explanation and mitigation plan for any preparation or execution delays in comparison to their Integrated Production Schedule.

- The Contractor's plan shall describe opportunities for schedule acceleration (at no cost to the Government unless directly related to a Government caused delay) and potential risks and mitigations to remaining schedule attainment.
- 13. INTEGRATED PRODUCTION SCHEDULE REVIEW MEETINGS In accordance with Standard Item 009-60, the contractor shall provide cognizant shipyard management representation to participate in the weekly progress meeting at the time and location agreed to by the SUPERVISOR. The representative(s) must be authorized to make management decisions relative to the routine requirements of the Job Order that, in good faith, commit the contractor. AIT Managers and/or On-Site Installation Coordinators (OSIC) shall participate and represent respective alteration teams in scheduled weekly progress meetings.
  - a. The contractor shall develop a report listing for each Work Item of the Job Order, the Work Item number, Work Item title, scheduled start date, scheduled completion date, actual start date, and the percentage complete. The report shall address changes to the Key Events and Milestones list and major problems of Work Items, to include negative float, and proposed corrective action. The report shall reflect the addition, deletion, or modification of Work Items. Completed Work Items need not be addressed.
  - b. The contractor shall participate in review conferences at the 25, 50, and 75 percent points in the availability. Data from the most recent submission in accordance with paragraph 3.7.1 of Standard Item 009-60 will be used at the review conferences. Review conferences will be held within two days of the Weekly Progress Meeting or, subject to SUPERVISOR approval, may be held simultaneously with the Weekly Progress Meeting. The conferences will be scheduled at a time and place mutually agreeable to all parties.
  - c. The contractor shall:
    - Be prepared to discuss planned production manning versus actual production manning by total, trades, and subcontractors.
    - ii. Identify known factors that may affect Key Events, Milestones and the contract completion date. Provide recommended courses of action to resolve problem areas.
    - iii. Provide the SUPERVISOR with the status of open and inspect reports and be prepared to discuss possible impact of growth work in these items at the 25 percent review conference.
    - iv. Provide the SUPERVISOR with the following information for the 50 percent review conference:
      - A machinery reinstallation plan showing projected dates for installing the equipment on the foundation, hook-up of the equipment, and operational tests of the equipment.
      - 2. A valve status list showing projected completion and reinstallation dates.
      - 3. A list of items required for the next Key Event and Production Completion Date (PCD) that are not complete. Annotate those items on the list that may be in jeopardy of completing by the next Key Event and PCD.
  - d. The contractor shall provide the SUPERVISOR with one legible copy, in approved transferrable media, of a test schedule for all planned underway equipment and system testing to the SUPERVISOR to support the 75 percent review conference. Additionally, the contractor shall submit the following reports as listed in Adobe Acrobat (.pdf), Microsoft Excel (.xls), or Microsoft Word (.doc) compatible media as per Table 2 and Table 3 of NAVSEA Standard Item 009-60.
- 14. Contractors shall price full compliance with Standard Item 009-72, including waterborne security, into the proposal.

- 15. SAFETY INSPECTOR / FIRE MARSHAL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor's approved Safety Plan.
- 16. BLACK OXIDE COATED THREADED FASTENERS (BOCTFs): Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract.
- 17. FORCE PROTECTION CONDITION The Navy is currently in force protection condition Bravo. Any costs associated with delays, disruptions, or security precautions associated with this force protection condition level shall be included in your proposal. Contractors will not receive additional compensation for delays, disruptions, or security precautions associated with this force protection condition level.
- 18. FIRE DRILL: The Contractor shall coordinate the execution of a full scale fire drill with the NSA within the first 30 days after the ship's arrival at the contractor's facility. The drill will include at a minimum the requirements of the drill specified in NAVSEA Standard Item CH-1 009-08 (Shipboard Fire Protection and Fire Prevention; Accomplish). For the contractor, this drill will require all production work to stop for a minimum of 4 hours during day shift on the selected day. As part of the drill, the contractor is required to evacuate the ship, provide a muster report of all personnel safely off ship, support the drill with any firefighting personnel/company emergency procedures, and support the disconnection of temporary services at the drill site. Temporary services at the drill site may be disconnected in the process of the drill, and the Contractor will be responsible for restoring them after the drill. This drill will require involvement with the local fire department. For awareness, the government will be conducting the drill and using the evaluation criteria found in CH-12, 13, and Appendix A, of S0570-AC-CCM-010/8010
- 19. SCHEDULE AND ASSOCIATED REPORTS: The proposed scheduling of work, resources, key events and milestones submitted by the Contractor in accordance with Standard Item 009-60 during the course of contract performance shall not be materially different from the Schedule and Associated Reports provided in the Contractor's technical proposal.
- 20. Contractor will be required to access secure spaces that require a security clearance. It is the Contractor's responsibility to ensure the personnel accessing the spaces have the proper security clearance in place and ensure they are on the access list.
- 21. The Contractor shall pick up all GFP in support of the USS STERETT (DDG 104) FY18 DSRA. Location of GFP will be provided and will not exceed a 25 mile radius of Naval Base San Diego.
- 22. BAE's Small Business Subcontracting Plan is hereby incorporated and made a material part of this Delivery Order IAW FAR 19.705-5(a)(5).

#### STATEMENT OF WORK

USS STERETT (DDG-104) FY18 DSRA, SSP: TPPC-DDG104-SWRMC19-CN01
See NOTE A and NOTE B in Section B for Level Of Effort to Completion – Growth Reservation work.
Work Items:

Base Work Item	Item Description
042-11-001	Conditions Found Report (CFR); provide and manage
042-11-002	Work Package Execution Review (WPER); accomplish
042-11-003	Accountability of Manhour and Material Reservation; accomplish

Base Work Item	Item Description
077-11-001	Hazardous Waste Produced on Naval Vessels; control
110-11-003	Auxiliary Machinery Room Number One Structural Repair; accomplish
110-21-003	Machinery Space Structural Repair; accomplish
113-11-001	Machinery Space Bilge Drain Well Structural Repair and Preservation: accomplish
123-10-001	Tanks and Voids Open, Pump, Clean and Gas Free; accomplish
123-11-001	Compensated Fuel Tank Group One; preserve (touch up)
123-11-002	Compensated Fuel Tank Group 2; preserve (touch up)
123-11-003	Compensated Fuel Tank Group 3; preserve (touch up)
123-11-004	Compensated Fuel Tank Group 4; preserve (touch up)
123-11-005	Compensated Fuel Tank Group 5; preserve (touch up)
123-11-008	Compensated Fuel Tank Group 2; preserve
123-11-009	Compensated Fuel Tank Group 3; preserve
123-11-010	Compensated Fuel Tank Group 4; preserve
123-11-011	Compensated Fuel Tank Group 5; preserve
123-11-012	Compensated Fuel Tank Group 6; preserve
123-11-013	Fuel Service Tank and Gravity Head Tank; preserve
123-11-014	Fuel Oil Service and Gravity Head Tank; repair
123-11-016	Compensated Fuel Tank Group 6; repair
123-11-017	Compensated Fuel Tank Group 5; repair
123-12-001	JP-5 Tank; preserve
123-17-001	Contaminated Oil Tank; preserve
123-17-003	Contaminated Oil Tank; repair
123-19-002	Waste Water Tank; preserve
123-19-003	Vacuum Collection Holding Tank; preserve
123-19-004	Vacuum Collection Holding Tank (VCHT); repair
123-21-001	Accessible Void; preserve (touch up)
123-21-002	Accessible Void; preserve
123-21-003	Accessible Void; repair
123-22-001	Chain Locker and Chain Locker Sump; preserve
123-22-002	Chain Locker and Chain Locker Sump; repair
150-11-001	Bulkhead Vertical Stiffener; repair
150-11-002	SLQ-32 Antenna Access Platform Step; replace
150-80-001	DDG51 Class AER 83007D, Increase Deck Plate Thickness Modifications; accomplish (partial)
163-11-001	Waster Sleeve; replace
163-11-002	Sea Chest; inspect
165-11-004	Sonar Dome Rubber Window (SDRW); inspect and repair
165-11-005	Lower Sonar Dome Access Scuttle; repair
167-11-002	Bolted Equipment Removal Plate (BERP); inspect
167-80-001	ShipAlt DDG51-77228D, Install all CRES Individual Dog Watertight Door

Base Work Item	Item Description
	(PARTIAL); accomplish
243-11-001	Stern Tube Shaft Seal, Starboard; repair
243-11-003	Starboard Propulsion Shafting and Bearings; Inspect and Repair
243-12-001	Stern Tube Shaft Seal, Port; repair
243-12-002	Port Propulsion Shafting and Bearings; Inspect and repair
245-10-001	Controllable Pitch Propeller (CPP) Hydraulic System; clean, inspect and flush
245-11-001	Starboard Controllable Pitch Propeller (CPP) Prairie Air and Valve Rod Assembly; repair
245-11-002	Controllable Pitch Propeller (CPP) Blade, Port; assess and inspect
245-11-003	Controllable Pitch Propeller (CPP) Hub, Starboard; replace
245-12-001	Controllable Pitch Propeller (CPP) Blade, Starboard; assess and inspect
245-12-003	Controllable Pitch Propeller (CPP) Oil Distribution (OD) Box, Starboard, No. One: replace
245-12-004	Port Controllable Pitch Propeller (CPP) Prairie Air and Valve Rod Assembly; repair
245-12-005	Controllable Pitch Propeller (CPP) Hub, Port; replace
245-12-006	Controllable Pitch Propeller (CPP) Oil Distribution (OD) Box MER 2, Port; replace
251-31-001	Air Intake and Exhaust Louver and Screen; remove, preserve and install
251-32-001	Aft Gas Turbine Intake; repair
251-32-002	Forward Gas Turbine Intake; repair
256-11-001	Low Pressure Air Compressor (LPAC) Seawater Piping Hydroblast:
256-80-001	accomplish DDG51 Class AER 64250, Number 3 SSGTG Emergency Seawater Cooling
250 11 001	Modification; accomplish
259-11-001	Number One Gas Turbine Mixing Room and Uptake; repair
259-11-003	Gas Turbine (GTRB) Exhaust Duct Collector; repair
259-12-001	Number 2 Gas Turbine Mixing Room and Uptake; repair
262-11-001	Main Reduction Gear (MRG) Lube Oil Cooler; clean and inspect
262-80-001	ShipAlt DDG51-76501D, Engine Room Number One Reduction Gear Lube Oil Hose; accomplish
313-80-001	ShipAlt DDG-51-86517D, Material Handling Equipment (MHE) Battery Charger Replacement; accomplish
321-80-001	DDG51 Class AER 66085, Repair Generator Cabling Chafing; accomplish
432-80-001	DDG51 Class AER 64057 Net 85 Jackbox (IIEC); accomplish
437-21-001	Tank Level Indicating (TLI) System Parts; provide
463-80-001	ShipAlt DDG51-76231D, Sonar Stave Cable Connectorization and
466 11 001	Transducer Element Replacement; accomplish
465-11-001	DT-513/BQA-8 Hydrophone and Cable Assembly; replace
468-80-001	ShipAlt DDG104-64027D, Hydrophone Mini Boom Installation; accomplish
512-11-001	Galley and Laundry Exhaust Ventilation; clean
512-11-004	Supply Ventilation; replace
512-11-005	Vaneaxial Fan Unit; replace
512-80-001	DDG51 Class AER 64238, Collective Protection System (CPS) Supply/Exhaust Hood; accomplish
520-11-001	Sea Valve; repair and replace

Base Work Item	Item Description
521-21-001	Fire Pump Number One; overhaul
526-80-001	ShipAlt DDG51-77690D, 02 Level Intake and Uptake Drain; accomplish
526-80-002	ShipAlt DDG51-64085D, 02 Level Weather Deck Drain Modification; accomplish
526-80-003	ShipAlt DDG51-64244D, Weather Deck Drain Mods; accomplish
526-80-004	ShipAlt DDG51-64270D, 02 Level Aft Weatherdeck Drains; accomplish
528-11-001	Plumbing Waste Drain System and Piping; hydroblast and clean
528-80-001	ShipAlt DDG51-64240D, Uptake Drain Piping Overboard Routing Correction; accomplish
529-11 <b>-</b> 001	Main Drainage Valve Actuator; replace
536-21-001	AEGIS Electronic Equipment Water Cooler HD-1140A/SPY-1D(V) Motor and Pump Assembly; repair
541-22-001	Fuel Oil Purifier Motor; repair
551-61-001	No. One and No. 2 Masker Air Cooler; clean and inspect
551-62-001	Prairie Air Cooler; chemical clean
562-11-001	Port and Starboard Rudder Bearing Seal and Rudderstock Seal; repair
571-31-001	Sliding Padeye, Tilting; overhaul and preserve
581-11-001	Anchor and Anchor Chain Inspection and Preservation; accomplish
583-11-001	Slewing Arm Davit (SLAD); overhaul and test
588-21-001	Flight Deck and Recovery Assist, Securing and Traversing (RAST) System Track and Plate; clean and preserve
593-11-001	Vacuum, Collection, Holding and Transfer (VCHT) Piping System; chemically clean
593-80-001	DDG51 Class AER 64257, Primary and Secondary OCM to Drain; accomplish
611-80-001	ShipAlt DDG51-64185D, Anchor Chain Chafing Plate Installation; accomplish
624-11-001	Balanced Joiner Door; remove, store and install
631-11-001	Collective Protection System (CPS) Zone 2 Fan Room (Dirty Side); preserve
631-11-002	Collective Protection System (CPS) Zone 3 Fan Room (Dirtyside); preserve
631-11-003	Collective Protection System (CPS) Zone One Fan Room (Dirty Side); preserve
631-11-004	Machinery Space Shell Plating; preserve
631-12-001	Plating; preserve
631-13-001	Cleaning Gear Locker Deck; preserve
631-13-005	Escape Trunk; preserve (touch up)
631-21-001	Main Mast; preserve
631-31-001	Underwater Hull; preserve
631-41-001	Freeboard; preserve
633-21-001	Impressed Current Cathodic Protection (ICCP) System Reference Electrode
634-11-001	Assembly; replace  Cosmetic Polymeric Deck Covering; resurface
634-11-002	Forecastle Nonskid; replace
634-21-001	Flight Deck Nonskid; replace
644-11-001	Urinal; replace
644-11-002	Washroom Shower Stall; repair

Base Work Item	Item Description
644-80-001	DDG51 Class AER 64170, Crew 3 Shower Stall Mods; accomplish
671-80-001	DDG51 Class AER 64241, Security Force Issue Room Overhead Stowage Mod; accomplish
721-31-001	Vertical Launch System (VLS) Valve: flush
721-31-002	Vertical Launch System (VLS), MK 41 Launcher Top and Uptake Hatch; replace and preserve
813-11-001	AEGIS Light-Off (ALO) Compartment Release Schedule; provide
837-11-001	Antenna Photograph; provide
844-31-001	Combat Systems Discrepancy Correction; accomplish
863-50-001	Local Area Network (LAN) Support Service; provide
980-11-001	Light-Off Discrepancy Correction Assistance; provide
980-31-001	SWRMC Maintenance Team Office; provide
982-31-001	Dock Trial, Fast Cruise, and Sea Trial; accomplish
992-11-001	Oil Spillage and Floating Sandblasting Debris Boom; install
992-11-002	Pierside T-1 Line; provide
992-11-003	Demineralized Water; provide
992-11-004	Temporary Air Conditioning; provide
992-11-005	Fuel Assistance and Towboat Service for Fuel Barge; provide
992-11-006	Ship's Force Transportation; provide
992-11-007	Temporary Service, Equipment and Systems Test, Inspection and Repair in Contractor Plant, Barge; accomplish
992-11-008	Temporary Flammable Liquid Storage and Hazardous Material Storage Ur for Ship's Force Use; provide
992-11-009	Temporary Service; provide
992-11-010	Ship's Force Parking; provide
992-11-011	Pressurized Waveguide and Transmission Line Dry Air Lay-Up; accompli
992-31-001	Cleaning and Pumping; accomplish
992-31-002	Intake and Uptake; open, clean and gas free
993-11-001	Ship's Force Warehouse Storage Space; provide
993-11-002	Rigging, Crane and Transportation Service; provide
993-31-001	Temporary Deck Covering; install
993-31-002	Temporary Main Reduction Gear (MRG) Dehumidifier System: provide
993-31-003	AN/SPY-1D Antenna Protective Cover; install
997-11-001	Drydocking and Undocking; accomplish
643-11-002	Berthing Habitability Project Installation
441-90-001	ShipAlt DDG51-81322K, ADNS AN/USQ-144K(V)2, Alteration Installati Team (AIT) Support Service; accomplish (SPAWAR)
980-90-004	ShipAlt DDG51-87402K, SSEE INC F AS-4293 Upgrade, Alteration Installation Team (AIT) Support Service; accomplish (SPAWAR)
980-90-005	ShipAlt DDG51-89468K, Consolidated Afloat Network Enterprise System (CANES) Hardware 1.2 and ShipAlt DDG51-81798K, NAVMACS Technical Refresh, Alteration Installation Team (AIT) Support Services; provide (SPAWAR)

Base Work Item	Item Description
980-90-007	ShipAlt DDG51-71386K, Advanced Digital Antenna Production (ADAP), Alteration Installation Team (AIT) Support Service; accomplish (SPAWAR)
980-90-001	ShipAlt DDG51-82907K, Installation of Collective Protection System (CPS) Variable Speed Drive (VSD) Control System Alteration Installation Team (AIT) Support Service; accomplish (SEA 21)
980-90-003	ShipAlt 81676K Thermal Management Control System Alteration Installation Team (AIT) Support Service; Accomplished (SEA 21)
992-11-012	Government Sponsored Representative (NAVSEA SEA21 PMR) Office Space; provide
472-90-001	ShipAlt DDG51-80156K An/SLQ (V)6 Hardware; ShipAlt DDG51-81382 AN/SLQ-32(V)6 Data Adaptation Processor (DAP) HW Alteration Installation Team (AIT) Support Service; accomplish and provide (SEA 21)

Option Work Item	Item Description
110-11-001	Underwater Hull; inspect and repair
110-11-002	Freeboard; inspect and repair
123-11-006	Compensated Fuel Tank Group 6; preserve (touch up)
123-11-007	Compensated Fuel Oil Tank Group One; preserve
123-11-015	Compensated Fuel Tank Group One; repair
123-11-019	Compensated Fuel Tank Group 2; repair
123-11-021	Compensated Fuel Oil Tank Group 3; repair
123-11-022	Compensated Fuel Oil Tank Group 4; repair
123-12-002	JP-5 Tank; repair
123-19-001	Waste Water Tank; repair
130-11-001	Aircraft Securing Fitting; replace (OPTION ITEM)
161-11-001	(OPTION ITEM) Strut; inspect and repair
167-11-001	(OPTION ITEM) Bolted Equipment Removal Plate (BERP); repair
244-11-002	Shaft Strut Barrel Bearing Lands and Waterborne Shaft Strut Bearing Assemblies; repair (OPTION ITEM)
636-11-001	Sonar Dome Hull Damping; preserve and replace (OPTION ITEM)
993-21-002	(OPTION ITEM) AN/SPY-1 Antenna Array Face Resurface Support Service; provide
463-90-001	ShipAlt DDG51-85032K AN/SQQ-89A(V)15 with TI-14 Hardware, ShipAlt DDG51-89226K Addition of Unit, ShipAlt DDG51-86222K NGF Backfit Phase II, ShipAlt DDG51-86644K USW-DSS AN/UYQ-100(V)3. Alteration Installation Team (AIT) Support Service; provide (SEA 21)
980-00-001	OrdAlt 70921K, Breech Partially Closed valve; OrdAlt 77862K, Snubber; OrdAlt 83489K Servo I/O Obsolescence; Alteration Installation Team (AIT) Support Service; provide (SEA 21)
980-00-002	OrdAlt 83135K, CIWS Cable Reliability Improvement, Alteration Installation Team (AIT) Support Service; provide (SEA 21)
980-90-002	ShipAlt DDG51-77543K, Improve Point Detection System- Lifecycle Replacement (IPDS-LR), Alteration Installation Team (AIT) Support Services; provide (SEA 21)
980-90-008	ShipAlt EC DDG51-81488K, Replace Self-Contained Breathing Apparatus, Alteration Installation Team (AIT) Support Service; accomplish (SEA 21)

# CLAUSES INCORPORATED BY FULL TEXT

# HO C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal in response to NAVSEA Solicitation No. NO0024-N00024-16-R-4401.
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

# CLAUSES INCORPORATED BY FULL TEXT

# HO C-2-0020 DOCK TRIALS AND FAST CRUISE (NAVSEA) (MAY 1993)

- (a) Dock Trials. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item <u>982-31-001</u>. Contractor personnel are not to interfere with functions of ship's personnel.
- (b) Fast Cruise. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item <u>982-31-001</u>.

### CLAUSES INCORPORATED BY FULL TEXT

HO C-2-0033 LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA) (JUN 1992)

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): CLIN 0007.

# HQ C-2-0056 TESTS AND TRIALS (NAVSEA) (OCT 1990)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

Section D - Packaging and Marking

See applicable Terms and Conditions included in contract N00024-16-D-4416, and filled in clauses included in Attachment J-6.

#### CLAUSES INCORPORATED BY FULL TEXT

HO D-1-0007 WARRANTY NOTIFICATION FOR ITEM(S) CLIN 0007 - ALTERNATE I (NAVSEA) (APR 2015)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R dated 18 February 2014 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

> THIS ITEM WARRANTED UNDER CONTRACT N00024-16-D-4416 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR USS STERETT (DDG 104) FY18 DSRA FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY b) (6) ۵) (6) AND ACO

## HO D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(b)(6)(Name of Individual Sponsor) Southwest Regional Maintenance Center (Name of Requiring Activity) San Diego, CA

(City and State)

# Section E - Inspection and Acceptance

See applicable Terms and Conditions included in contract N00024-16-D-4416 and filled in clauses included in Attachment J-6.

# INSPECTION AND ACCEPTANCE TERMS

# Supplies/services will be inspected/accepted at:

CLIN INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0007 N/A	N/A	N/A	N/A
0007AA Destination	Government	Destination	Government
0007AB Destination	Government	Destination	Government
0007AC Destination	Government	Destination	Government
0007AD Destination	Government	Destination	Government
0007AE Destination	Government	Destination	Government
0007AF Destination	Government	Destination	Government
0007AG Destination	Government	Destination	Government
0007AH Destination	Government	Destination	Government
0007AJ Destination	Government	Destination	Government
0007AK Destination	Government	Destination	Government
0007AL Destination	Government	Destination	Government
0007AM Destination	Government	Destination	Government
0007AN Destination	Government	Destination	Government
0007AP Destination	Government	Destination	Government
0007AQ Destination	Government	Destination	Government
0007AR Destination	Government	Destination	Government
0007AS Destination	Government	Destination	Government
0009 Destination	Government	Destination	Government

# Section F - Deliveries or Performance

1. USS STERETT (DDG 104) must be delivered, mission-ready, no later than 21 May 2019. In addition to the Delivery Order completion date of 21 May 2019, the Government has established execution dates for the following milestones and key events:

EVENT	A+ DAY	DATE	WEEKDAY
START AVAILABILITY (Milestone)	A+0	5-Oct-18	Friday
CREW MOVE OFF COMPLETE (Key Event)	A+11	16-Oct-18	Tuesday
LAN MIGRATION OFF SHIP (Key Event)	A+134	19-Oct-18	Friday
DOCKING (Key Event)	A+134	19-Oct-18	Friday
20% OPEN & INSPECT REPORT COMPLETE (Key Event)	A+52	26-Nov-18	Monday
25% CONFERENCE (Key Event)	A+59	3-Dec-18	Monday
50% CONFERENCE (Key Event)	A+115	28-Jan-19	Monday
UNDOCKING (Key Event)	A+137	19-Feb-19	Tuesday
PRODUCTION COMPLETION DATE (PCD) (Milestone)	A+143	25-Feb-19	Monday
HABITABILITY COMPLETE (Milesione)	A+143	25-Feb-19	Monday
LAN MIGRATION ON SHIP (Key Event)	A+143	25-Feb-19	Monday
CREW MOVE ABOARD (Key Event)	A+143	25-Feb-19	Monday
COMBAT SYSTEMS AEGIS LIGHT OFF (ALO) (Milestone)	A+150	4-Mar-19	Monday
75% CONFERENCE (Key Event)	A+178	1-Apr-19	Monday
LIGHT OFF ASSESSMENT (LOA) (Milestone)	A+217	10-May-19	Friday
DOCK TRIALS (Milestone)	A+221	14-May-19	Tuesday
FAST CRUISE BEGINS (Milestone)	A+221	14-May-19	Tuesday
FAST CRUISE COMPLETE (Milestone)	A+221	14-May-19	Tuesday
SEA TRIALS BEGINS (Milestone)	A+224	17-May-19	Friday
SEA TRIALS (Milestone)	A+228	21-May-19	Tuesday
AVAILABILITY COMPLETE (Milestone)	A+228	21-May-19	Tuesday

- 2. If any milestone event is not accomplished by the date provided, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of the contract entitled "DEFAULT" (DFARS 252.217-7009). Contractor failure to meet milestones event dates established in the DO RFP will be documented in CPARS and utilized for past performance ratings on future Delivery Orders.
- 3. PLACE OF PERFORMANCE: Government facilities are not available for this requirement. Offerors shall specify the place of performance in their proposal cover letter.

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC CAGE
0007	N/A	N/A	N/A	N/A
0007AA	A 21-MAY-2019	1	SOUTHWEST REGIONAL MAINTENANCE CENTER (b) (6) 3755 BRINSER STREET BLDG 77 SAN DIEGO CA 92136-5205 (D) (C) FOB: Destination	N55236
0007AE	3 21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AC	C 21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AE	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AE	E 21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AF	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AC	G 21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AF	H 21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236

0007AJ	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AK	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AL	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AM	121-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AN	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AP	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AQ	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AR	. 21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0007AS	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236
0009	21-MAY-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N55236

# CLAUSES INCORPORATED BY FULL TEXT

# 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$92,156 per calendar day of delay. The liquidated damages shall not exceed 10% of the initial Delivery Order price.
- (b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

HQ F-2-0006 MILESTONES (NAVSEA) (SEP 1990)

(a) The Contractor shall submit, with its bid/offer, dates for the successful accomplishment of the following major job order milestones.

See Event/Milestone Schedule under Section F - Deliveries or Performance.

- (b) The Contractor shall successfully accomplish the major milestones on, or prior to, the dates listed above.
- (c) If any milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause beyond the control and without fault or negligence of the Contractor, such failure may be deemed to constitute a failure to perform this contract in accordance with its terms within the meaning of subparagraph (a)(1)(ii) of the clause of this contract entitled "DEFAULT" (DFARS 252.217-7009).

#### Section G - Contract Administration Data

See applicable Terms and Conditions included in contract N00024-16-D-4416 and filled in clauses included in Attachment J-6.

WORK AUTHORIZATION BEYOND NORMAL BUSINESS DAYS AND HOURS: The Contractor shall accept any form of electronic media authorized by the Government, or verbal Authorizations to Proceed (ATP), Not-To-Exceed (NTE) obligations, and Undefinitized Contract Actions (UCA) from the RMC Code 400 ACO after normal business hours, including weekends and holidays.

GOVERNMENT FURNISHED PROPERTY (GFP) - Government Furnished Material (GFP) cited in work specification(s) and/or Statement of Work (SOW) will be delivered or made available to be picked up as identified. unless other location(s) is/are specified in the contract. The successful offeror is to email the SWRMC Property Administrators at swrmc.c400.propadmin@navy.mil, and the Project Manager, (b) (6) to coordinate obtaining GFP.

If the contractor is required to pick up the GFP, the Contractor will pick up and transport the GFP no later than 30 days prior to the start of the availability, unless directed earlier. The contractor shall pick up the cited GFP from any and all locations within a 65-mile radius of SWRMC, San Diego Naval Base. The Contractor will only be authorized to pick-up GFP in an official contractor/company vehicle, with prominent contractor/company identification on the outside of the vehicle. Privately owned vehicles are not authorized to pick-up GFP. The Contractor will be required to pick-up all available GFP, including growth GFP, with a minimum number of trips. The Project Manager will notify the contractor when additional GFP will be available for pick-up, the approximate number of pieces, and the size of the GFP.

If SWRMC is to deliver the GFP, the Contractor must be able to receive the GFP no later than 30 days prior to the start of the availability.

GFP from any and all locations within Government property or permanently removed from a vessel that requires a Property Administrator's disposition instructions shall be properly prepared for shipment and be delivered as directed by the Property Administrator.

This requirement does not supersede the requirements stated in the work specification package.

# ACCOUNTING AND APPROPRIATION DATA

AA: 1781804 70BA 257 55262 R 068688 2D QD0479 552628002QQP AMOUNT: 10 14

AB: 1781804 70BA 257 55262 R 068688 2D QD0478 55262800322P AMOUNT: D' L

BA: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00004590623 AMOUNT: 13 (11)

BB: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00004590663 AMOUNT: (0) (4)

BC: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00004590608

AMOUNT: (1) (4)

BD: 97X4930 NH3P 310 77777 0 050120 2F 000000 A00004590668 AMOUNT: (b) (4)

CA: 1781810 81GB 257 VU021 0 050120 2D 000000 A00004597034 AMOUNT: (D) (4)

CB: 1781810 82TC 310 VU021 0 050120 2D 000000 A00004591354 AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0007AA	N5526218RQD0479	(5) (-;)
	0007AB	N5526218RQD0479	
	0007AC	N5526218RQD0479	
AB	0007AN	N5526218RQD0478	
	0007AS	N5526218ROD0478	
BA	0007AD	N6600118WX00964	
BB	0007AE	N6600118WX00965	
BC	0007AF	N6600118WX00967	
BD	0007AG	N6600118WX00966	
CA	0007AH	N0002418RX00789	
CB	0007AJ	N0002418RX00774	

# CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

# Invoice and Receiving Report Combo (FFP Supply)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

# Inspection: Destination - N55262; Acceptance: Destination - N55262

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

***************************************	
Field Name in WAWF Data to be	e entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N55262
Admin DoDAAC	N55262
Inspect By DoDAAC	N55262
Ship To Code	N55262
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N55262
Service Acceptor (DoDAAC)	N55262
Accept at Other DoDAAC	N/A
LPO DoDAAC	N55262
DCAA Auditor DoDAAC	HAA0062
Other DoDAAC(s)	N/A

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Program Manager: (b) (6)
Administrative Contracting Officer: (b) (c)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

SWRMC WAWF POC: (a) (b) or the NAVSEA WAWF POC: (b) (b)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### Section H - Special Contract Requirements

See applicable Terms and Conditions included in contract N00024-16-D-4416 and filled in clauses included in Attachment J-6.

#### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

#### (a) GENERAL

- (1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.
- (2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.
  - (3) Materials contained in ship systems are not waste until after removal from the system.

# (b) IDENTIFICATION OF HAZARDOUS WASTES

Work Item 077-11-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

# (c) GENERATOR IDENTIFICATION NUMBERS

- (1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.
- (2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.
- (3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.
- (4) Notwithstanding paragraphs (c)(1) (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the

Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

- (5). In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.
- (6) Hazardous Waste Manifests For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the (See Work Item 077-11-001) for completion after the hazardous waste has been identified.
- (7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify (See Work Item 077-11-001) within 3 business days of receipt of written notification by the State. After obtaining (See Work Item 077-11-001) approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to (See Work Item 077-11-001) for completion.

Section 1 - Contract Clauses

See applicable Terms and Conditions included in contract N00024-16-D-4416 and filled in clauses included in Attachment J-6.

# CLAUSES INCORPORATED BY FULL TEXT

# 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (SEP 2009)

The Government may require the delivery of the numbered line items, identified in the Schedule as option items, in the quantity and at the prices stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Options shall be exercised, if at all, by written notice(s) signed by the Contracting Officer and sent within the times specified below:

# ITEM(S) LATEST OPTION EXERCISE DATE

See Option Item schedule and latest option exercise dates in Section B, paragraph 3.

(End of clause)

# 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond Fiscal Year 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Fiscal Year 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)